

Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance

Note: Read Instructions before completing form.

I. A. Applicant/Recipient (Name, Address, City, State, Zip Code)

Name: Winnebago Tribe of Nebraska
Address: P.O. Box 687
City: Winnebago
State: NE: Nebraska Zip Code: 68071-0687

B. DUNS No. 0416438340000

II. Is the applicant currently receiving EPA Assistance? ☒ Yes ☐ No

III. List all civil rights lawsuits and administrative complaints pending against the applicant/recipient that allege discrimination based on race, color, national origin, sex, age, or disability. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7.)

none

IV. List all civil rights lawsuits and administrative complaints decided against the applicant/recipient within the last year that allege discrimination based on race, color, national origin, sex, age, or disability and enclose a copy of all decisions. Please describe all corrective actions taken. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7.)

none

V. List all civil rights compliance reviews of the applicant/recipient conducted by any agency within the last two years and enclose a copy of the review and any decisions, orders, or agreements based on the review. Please describe any corrective action taken. (40 C.F.R. § 7.80(c)(3))

none

VI. Is the applicant requesting EPA assistance for new construction? If no, proceed to VII; if yes, answer (a) and/or (b) below.

☐ Yes ☒ No

a. If the grant is for new construction, will all new facilities or alterations to existing facilities be designed and constructed to be readily accessible to and usable by persons with disabilities? If yes, proceed to VII; if no, proceed to VI(b).

☐ Yes ☐ No

b. If the grant is for new construction and the new facilities or alterations to existing facilities will not be readily accessible to and usable by persons with disabilities, explain how a regulatory exception (40 C.F.R. 7.70) applies.

VII. Does the applicant/recipient provide initial and continuing notice that it does not discriminate on the basis of race, color, national origin, sex, age, or disability in its program or activities? (40 C.F.R. 5.140 and 7.95)

☒ Yes ☐ No

a. Do the methods of notice accommodate those with impaired vision or hearing?

☒ Yes ☐ No

b. Is the notice posted in a prominent place in the applicant's offices or facilities or, for education programs and activities, in appropriate periodicals and other written communications?

☒ Yes ☐ No

c. Does the notice identify a designated civil rights coordinator?

☒ Yes ☐ No

VIII. Does the applicant/recipient maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves? (40 C.F.R. 7.85(a))

☐ Yes ☒ No

IX. Does the applicant/recipient have a policy/procedure for providing access to services for persons with limited English proficiency? (40 C.F.R. Part 7, E.O. 13166)

☐ Yes ☒ No

- X. If the applicant is an education program or activity, or has 15 or more employees, has it designated an employee to coordinate its compliance with 40 C.F.R. Parts 5 and 7? Provide the name, title, position, mailing address, e-mail address, fax number, and telephone number of the designated coordinator.**

Tina Lewis, Human Resources Manager
P.O. Box 687, Winnebago, NE 68071-0687
telephone number: 402-878-2272
fax number: 402-878-2386
email: tina.lewis@winnebagotribe.com

- XI. If the applicant is an education program or activity, or has 15 or more employees, has it adopted grievance procedures that assure the prompt and fair resolution of complaints that allege a violation of 40 C.F.R. Parts 5 and 7? Provide a legal citation or Internet Address for, or a copy of, the procedures.**

See attachment "Winnebago Tribe of Nebraska Employee Handbook 2022" in WS00814092-OtherNarrativeAttachments_1_2-V1.2

For the Applicant/Recipient

I certify that the statements I have made on this form and all attachments thereto are true, accurate and complete. I acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law. I assure that I will fully comply with all applicable civil rights statutes and EPA regulations.

A. Signature of Authorized Official

Joy Johnson

B. Title of Authorized Official

Tribal Chairwoman

C. Date

03/24/2022

For the U.S. Environmental Protection Agency

I have reviewed the information provided by the applicant/recipient and hereby certify that the applicant/recipient has submitted all preaward compliance information required by 40 C.F.R. Parts 5 and 7; that based on the information submitted, this application satisfies the preaward provisions of 40 C.F.R. Parts 5 and 7; and that the applicant has given assurance that it will fully comply with all applicable civil rights statutes and EPA regulations.

A. *Signature of Authorized EPA Official

B. Title of Authorized Official

C. Date

*** See Instructions**

Instructions for EPA FORM 4700-4 (Rev. 06/2014)

General. Recipients of Federal financial assistance from the U.S. Environmental Protection Agency must comply with the following statutes and regulations.

Title VI of the Civil Rights Acts of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The Act goes on to explain that the statute shall not be construed to authorize action with respect to any employment practice of any employer, employment agency, or labor organization (except where the primary objective of the Federal financial assistance is to provide employment). Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act provides that no person in the United States shall on the ground of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the Federal Water Pollution Control Act, as amended. Employment discrimination on the basis of sex is prohibited in all such programs or activities. Section 504 of the Rehabilitation Act of 1973 provides that no otherwise qualified individual with a disability in the United States shall solely by reason of disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Employment discrimination on the basis of disability is prohibited in all such programs or activities. The Age Discrimination Act of 1975 provides that no person on the basis of age shall be excluded from participation under any program or activity receiving Federal financial assistance. Employment discrimination is not covered. Age discrimination in employment is prohibited by the Age Discrimination in Employment Act administered by the Equal Employment Opportunity Commission. Title IX of the Education Amendments of 1972 provides that no person in the United States on the basis of sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance. Employment discrimination on the basis of sex is prohibited in all such education programs or activities. Note: an education program or activity is not limited to only those conducted by a formal institution. 40 C.F.R. Part 5 implements Title IX of the Education Amendments of 1972. 40 C.F.R. Part 7 implements Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of The Rehabilitation Act of 1973. The Executive Order 13166 (E.O. 13166) entitled; "Improving Access to Services for Persons with Limited English Proficiency" requires Federal agencies work to ensure that recipients of Federal financial assistance provide meaningful access to their LEP applicants and beneficiaries.

Items "Applicant" means any entity that files an application or unsolicited proposal or otherwise requests EPA assistance. 40 C.F.R. §§ 5.105, 7.25. "Recipient" means any entity, other than applicant, which will actually receive EPA assistance. 40 C.F.R. §§ 5.105, 7.25. "Civil rights lawsuits and administrative complaints" means any lawsuit or administrative complaint alleging discrimination on the basis of race, color, national origin, sex, age, or disability pending or decided against the applicant and/or entity which actually benefits from the grant, but excluding employment complaints not covered by 40 C.F.R. Parts 5 and 7. For example, if a city is the named applicant but the grant will actually benefit the Department of Sewage, civil rights lawsuits involving both the city and the Department of Sewage should be listed. "Civil rights compliance review" means any review assessing the applicant's and/or recipient's compliance with laws prohibiting discrimination on the basis of race, color, national origin, sex, age, or disability. Submit this form with the original and required copies of applications, requests for extensions, requests for increase of funds, etc. Updates of information are all that are required after the initial application submission. If any item is not relevant to the project for which assistance is requested, write "NA" for "Not Applicable." In the event applicant is uncertain about how to answer any questions, EPA program officials should be contacted for clarification. * Note: Signature appears in the Approval Section of the EPA Comprehensive Administrative Review For Grants/Cooperative Agreements & Continuation/Supplemental Awards form.



EPA KEY CONTACTS FORM

OMB Number: 2030-0020
Expiration Date: 06/30/2024

Authorized Representative: *Original awards and amendments will be sent to this individual for review and acceptance, unless otherwise indicated.*

Name:	Prefix: Ms.	First Name: Victoria	Middle Name:
	Last Name: Kitcheyan		Suffix:
Title:	Tribal Chairwoman		
Complete Address:			
Street1:	P.O. Box 687		
Street2:			
City:	Winnebago	State:	NE: Nebraska
Zip / Postal Code:	68071-0687	Country:	USA: UNITED STATES
Phone Number:	402-878-2272	Fax Number:	
E-mail Address:	grants.management@winnebagoTribe.com		

Payee: *Individual authorized to accept payments.*

Name:	Prefix: Ms.	First Name: Melissa	Middle Name:
	Last Name: Machacek		Suffix:
Title:	Assistant Controller		
Complete Address:			
Street1:	P.O. Box 687		
Street2:			
City:	Winnebago	State:	NE: Nebraska
Zip / Postal Code:	68071-0687	Country:	USA: UNITED STATES
Phone Number:	402-878-2272	Fax Number:	
E-mail Address:	melissa.machacek@winnebagoTribe.com		

Administrative Contact: *Individual from Sponsored Programs Office to contact concerning administrative matters (i.e., indirect cost rate computation, rebudgeting requests etc).*

Name:	Prefix: Ms.	First Name: Joy	Middle Name:
	Last Name: Johnson		Suffix:
Title:	Director of Planning and Development		
Complete Address:			
Street1:	P.O. Box 687		
Street2:			
City:	Winnebago	State:	NE: Nebraska
Zip / Postal Code:	68071-0687	Country:	USA: UNITED STATES
Phone Number:	402-878-2272	Fax Number:	
E-mail Address:	grants.management@winnebagoTribe.com		

EPA KEY CONTACTS FORM

Project Manager: *Individual responsible for the technical completion of the proposed work.*

Name: Prefix: First Name: Middle Name:
Last Name: Suffix:
Title:

Complete Address:

Street1:
Street2:
City: State:
Zip / Postal Code: Country:
Phone Number: **Fax Number:**
E-mail Address:

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 02/28/2022

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. FY2022 EPA EPD Air Quality Monitoring	66.034	\$	\$	236,520.00	\$	236,520.00
2. EPA-CEP-01 EPA Mandatory Grant Programs	66.038			29,544.00		29,544.00
3.						
4.						
5. Totals		\$	\$	266,064.00	\$	266,064.00

Standard Form 424A (Rev. 7- 97)
Prescribed by OMB (Circular A -102) Page 1

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	FY2022 EPA EPD Air Quality Monitoring	EPA-CEP-01 EPA Mandatory Grant Programs			
a. Personnel	\$ 0.00	\$	\$	\$	\$ 0.00
b. Fringe Benefits	0.00				0.00
c. Travel	0.00				0.00
d. Equipment	91,800.00	8,168.00			99,968.00
e. Supplies	12,380.00				12,380.00
f. Contractual	113,540.00	21,376.00			134,916.00
g. Construction	0.00				0.00
h. Other	0.00				0.00
i. Total Direct Charges (sum of 6a-6h)	217,720.00	29,544.00			\$ 247,264.00
j. Indirect Charges	18,800.00				\$ 18,800.00
k. TOTALS (sum of 6i and 6j)	\$ 236,520.00	\$ 29,544.00	\$	\$	\$ 266,064.00
7. Program Income	\$ 0.00	\$	\$	\$	\$ 0.00

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SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program		(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8.	FY2022 EPA EPD Air Quality Monitoring	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
9.	EPA-CEP-01 EPA Mandatory Grant Programs	0.00	0.00	0.00	0.00
10.					
11.					
12. TOTAL (sum of lines 8-11)		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 266,064.00	\$ 88,674.00	\$ 59,130.00	\$ 59,130.00	\$ 59,130.00
14. Non-Federal	\$ 0.00	0.00	0.00	0.00	0.00
15. TOTAL (sum of lines 13 and 14)	\$ 266,064.00	\$ 88,674.00	\$ 59,130.00	\$ 59,130.00	\$ 59,130.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program		FUTURE FUNDING PERIODS (YEARS)			
		(b)First	(c) Second	(d) Third	(e) Fourth
16.	FY2022 EPA EPD Air Quality Monitoring	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
17.	EPA-CEP-01 EPA Mandatory Grant Programs	0.00	0.00	0.00	0.00
18.					
19.					
20. TOTAL (sum of lines 16 - 19)		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

SECTION F - OTHER BUDGET INFORMATION	
21. Direct Charges: 217720	22. Indirect Charges: 18800
23. Remarks: IDC of 14.93% is applied to direct cost less equipment costs (\$217,720- \$91,800 = \$125,920). IDC on the \$29,544 from EPA-CEP-01 EPA Mandatory Grant is not included here.	

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Prescribed by OMB (Circular A -102) Page 2

Project Narrative File(s)

* **Mandatory Project Narrative File Filename:**

To add more Project Narrative File attachments, please use the attachment buttons below.

Other Attachment File(s)

* Mandatory Other Attachment Filename:

To add more "Other Attachment" attachments, please use the attachment buttons below.

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

03/24/2022

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Winnebago Tribe of Nebraska

* b. Employer/Taxpayer Identification Number (EIN/TIN):

470489118

* c. Organizational DUNS:

0416438340000

d. Address:

* Street1:

P.O. Box 687

Street2:

* City:

Winnebago

County/Parish:

Thurston

* State:

NE: Nebraska

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

68071-0687

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name:

Joy

Middle Name:

* Last Name:

Johnson

Suffix:

Title: Director of Planning and Development

Organizational Affiliation:

* Telephone Number: 402-878-2272

Fax Number:

* Email: grants.management@winnebago-tribe.com

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

I: Indian/Native American Tribal Government (Federally Recognized)

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Environmental Protection Agency

11. Catalog of Federal Domestic Assistance Number:

66.034

CFDA Title:

Surveys, Studies, Research, Investigations, Demonstrations, and Special Purpose Activities
Relating to the Clean Air Act

* 12. Funding Opportunity Number:

EPA-OAR-OAQPS-22-01

* Title:

Enhanced Air Quality Monitoring for Communities

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

FY2022 EPA ARP EPD Air Quality Monitoring

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="266,064.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="266,064.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email: * Signature of Authorized Representative: * Date Signed:

WINNEBAGO TRIBE OF NEBRASKA

P.O. Box 687 • Winnebago, Nebraska 68071 • PH: 402-878-2272 • Fax: 402-878-2963
Visit us at: www.winnebago-tribe.com

RESOLUTION # 22-83 FY2022 EPA-ARP EPD Air Quality Monitoring Grant

- WHEREAS;** the Winnebago Tribe of Nebraska is a federally recognized Indian Tribe organized Pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984), (25 USC 476) as Amended by the Act of June 15, 1935 (49 Stat. 378), and
- WHEREAS;** pursuant to Article I of the Winnebago Tribal Constitution and its inherent powers of Self-government, the Tribal Council is vested with the power, inter alia, "this Constitution shall apply to the territory embraced in the Winnebago Reservation in Nebraska, as the same as described by the Treaty of March 8, 1865 (14 Stat. 671) and The twenty (29) Sections included in the strip purchased in Nebraska for Wisconsin Winnebago's (18 Stat. 170, June 22, 1874) and such lands as may be added by Congress or the Tribe or reaffirmation of the title to lands through the courts to the tribe except as otherwise provided by law", and
- WHEREAS;** the Winnebago Tribe supports efforts to address the safety and wellness of tribal members and residents of the Reservation, and
- WHEREAS;** pursuant to Article IV, Section 1 (c) of the Winnebago Tribal Constitution and its inherent powers of self-government, the Tribal Council is vested with the power, inter alia, to "safeguard and promote the peace, safety, morals and general welfare of the Tribe", and
- WHEREAS;** the Winnebago Tribe as a federally recognized tribe is eligible to apply for funding from Environmental Protection Agency, and
- WHEREAS;** the Winnebago Tribe shall request \$236,520 from EPA ARP funding to support this \$266,064 project beginning **November 2022** with an end date of **October 2023** to build infrastructure and erect equipment for a meteorological station, mercury wet deposition monitoring station and particulate matter (PM_{2.5}) monitoring station, and
- WHEREAS;** EPA does not require matching funds or leveraged resources from the Tribe, and
- WHEREAS;** the Winnebago Tribe does hereby authorize to provide the FY2022 EPA ARP EPD Air Quality Monitoring Grant application and supporting documents to EPA for consideration in connection with an award from EPA-ARP.

NOW THEREFORE BE IT RESOLVED; that the Winnebago Tribal Council endorses and supports the submittal of the **FY2022 EPA ARP Air Quality Monitoring Grant**, and designates the Chairwoman or her designee authority to execute and file such documents as necessary for the application and award for the grant assistance on behalf of the Winnebago Tribe of Nebraska.

CERTIFICATION

We, the undersigned Officers of the Winnebago Tribal Council hereby certify that on the 21st day of March, 2022; at a meeting duly convened by the Winnebago Tribal Council, voted to adopt the above Resolution by a vote of 7 for, 0 against, 0 abstentions, with the Chairwoman not voting and 1 member(s) absent.

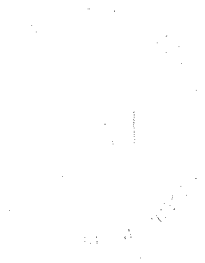
DATED THIS 21st DAY OF MARCH, 2022

Victoria Kitcheyan

Victoria Kitcheyan, Tribal Chairwoman
Winnebago Tribal Council

Lorelei DeCora

Lorelei DeCora, Secretary
Winnebago Tribal Council



Project Title: FY2022 EPA ARP EPD Air Quality Monitoring

Award Amount: \$236,520

Type of Grant: Environmental Protection Agency

Project Period: November 2022 through October 2023

Grantee Type: Federally recognized Indian Tribe

Project Staffing: Kurt Lyons

Tribal Program Contact: Kurt Lyons, EPD, Air Quality

Project Purpose:

In order to improve capacity to fully address air quality, EPD will build supporting infrastructure and purchase and erect equipment to monitor meteorological conditions, mercury wet deposition and particle pollution (PM_{2.5}) at sites that are most suited to meet EPA site exposure guidelines.

Expected Impact on Community:

EPD will use the data collected to update emission inventory and to better understand ambient air quality issues within the boundaries of the Reservation.

Table of Contents

I. Cover Page	Page 1
II. Workplan	Page 2
Section 1 – Project Summary and Approach	Page 2
A. Overall Project	Page 2
B. Project Significance	Page 4
Section 2 – Community Involvement	Page 4
A. Community Partnerships	Page 4
B. Community Engagement	Page 5
Section 3 – Environmental Justice and Underserved Communities	Page 5
Section 4 – Environmental Results	Page 6
A. Expected Project Outputs and Outcomes	Page 6
B. Performance Measures and Plan	Page 7
C. Timeline and Milestones	Page 7
Section 5 – Quality Assurance Statement	Page 8
Section 6 – Programmatic Capability and Past Performance	Page 8
A. Past Performance	Page 8
B. Reporting Requirements	Page 8
C. Staff Expertise	Page 9
Section 7 - Budget	Page 9
A. Budget Detail	Page 9
B. Reasonableness of Costs	Page 10
C. Expenditure of Award Funds	Page 12
Optional Attachments	Page 12

Manifest for Grant Application # GRANT13579542

Grant Application XML file (total 1):

1. GrantApplication.xml. (size 25928 bytes)

Forms Included in Zip File(total 6):

1. Form ProjectNarrativeAttachments_1_2-V1.2.pdf (size 16033 bytes)

2. Form SF424_3_0-V3.0.pdf (size 24195 bytes)

3. Form SF424A-V1.0.pdf (size 23407 bytes)

4. Form EPA4700_4_3_0-V3.0.pdf (size 22792 bytes)

5. Form OtherNarrativeAttachments_1_2-V1.2.pdf (size 15918 bytes)

6. Form EPA_KeyContacts_2_0-V2.0.pdf (size 37296 bytes)

Attachments Included in Zip File (total 7):

1. OtherNarrativeAttachments_1_2 OtherNarrativeAttachments_1_2-Attachments-1237-Project Team Biography.pdf application/pdf (size 523331 bytes)

2. ProjectNarrativeAttachments_1_2 ProjectNarrativeAttachments_1_2-Attachments-1234-FY22 EPA ARP Air Quality Monitoring Project Narrative.pdf application/pdf (size 875022 bytes)

3. ProjectNarrativeAttachments_1_2 ProjectNarrativeAttachments_1_2-Attachments-1235-FY2022 EPA ARP EPD Air Quality Monitoring Table of Contents.pdf application/pdf (size 109869 bytes)

4. OtherNarrativeAttachments_1_2 OtherNarrativeAttachments_1_2-Attachments-1240-resolution 22-83; FY2022 EPA-ARP EPD Air Quality Monitoring Grant.pdf application/pdf (size 148685 bytes)

5. OtherNarrativeAttachments_1_2 OtherNarrativeAttachments_1_2-Attachments-1239-Winnebago Tribe of Nebraska Employee Handbook 2022.pdf application/pdf (size 683381 bytes)

6. OtherNarrativeAttachments_1_2 OtherNarrativeAttachments_1_2-Attachments-1236-EPA-OAR-OAQPS-22-01 Winnebago Quality Assurance Statement.pdf application/pdf (size 403891 bytes)

7. OtherNarrativeAttachments_1_2 OtherNarrativeAttachments_1_2-Attachments-1238-IDC 2022C Winnebago Tribe of Nebraska NICRA.pdf application/pdf (size 284581 bytes)

Kurt S. Lyons

Qualifications

Product operations management professional with 16 years of progressive product operations management experience in a technical fast track environment. Excellent at streamlining and automating procedures; problem solving and root cause analysis; saving time and \$ by organizing and establishing workflow and continuity.

Experience

EPA / Winnebago Tribe of Nebraska. Winnebago, NE.	Air Quality Project Manager	1+ yrs.
BIMBO BAKERIES USA. South Sioux City, NE.	Assistant Plant Manager	< 1 yr.
INTERBAKE FOODS. North Sioux City, SD.	Resource Leader/Auditor	13+ yrs.
CLOVERLEAF COLDSTORAGE Inc. Sioux City, IA.	Quality Control Inspector	2 yrs.
APPLIED BIOSYSTEMS Inc. San Jose, CA.	Production Coordinator	2+ yrs.
DIOSYNTH, Inc., (AKZO/NOBEL Pharmaceutical div.), Sioux City, IA.	Production Team Lead	8 yrs.

Education

Bachelor of Science – History /w Minor in Military Science – ROTC, **University of South Dakota**
Post Graduate Studies – European History, USD

Additional training and Education

- Federal Grant Management, QAPP, Meteorological Station Management, Ambient air and IAQ studies – Emissions Inventory, Building Science principles, radon, mold, ozone, HAPs
- Bread University – The Theory of baking (formulations, chemistry, oven operations)
- IPM Certified - Bronze, Silver and Gold, KT training, 4DX, Cause Mapping
- MS Office Suite (Excel, Word, PP, Access), VBA Macro writing, Outlook.
- Trained in ISO 9000 Procedures – Author, User
- Trained in HACCP, SSOP's, food safety, MSDS, PPE, CPR, First Aid

Achievements

Brought the air program out of reimbursement status. Air monitoring site planning, budgeting, Tribal and HUD approval. Planning and justification for air monitoring funding. Developed the Level 1 QAPP for Meteorological monitoring. Developed SOPs for Administration (*Data Management, Documentation, Reports*), Operations (*Logs, Maintenance, Quality Control*), and Tech (*QA audit procedures*).

Military

Service dates – 1985 to 1992 (Army National Guard)
Positions held - Platoon leader, Battery XO – (Field Artillery)
Honorable Discharge

Kurt S. Lyons
Chronological Addendum

Region 7 EPA / Winnebago Tribe of Nebraska. Winnebago, Nebraska.

Air Quality Project Manager, June 2020 – Present

Developed an air quality program for the Winnebago Tribe of Nebraska. This was achieved through the collaborative efforts with federal, state, and local stakeholders identifying environmental concerns to protect human health and the ecosystems of the Winnebago Tribe of Nebraska Reservation.

- Manage the CAA103 grant through grant applications, work plan commitments, documentation, reports, fiscal management, and continuous communication with EPA and Tribal leadership.
- Planning and Development for Meteorological and air monitoring station.
- Site establishment based on EPA guidelines, Tribal land appropriations, QAPP and SOP development, Project budget management, Technical instrument research.
- Education & Outreach programs – public events, newspaper articles, public surveys.
- Continuous training in support of work plan commitments and capacity building.
- Conduct Air Quality administration and infrastructure development.
- Progress reporting comparing accomplishments with work plan milestones and completion of deliverables.
- Strategic planning and goal setting for the fiscal year's work plan objectives.

BBU Bakeries. South Sioux City, Nebraska

Assistant Plant Manager, February 2019 – October 2019

Responsible for day to day Plantwide Operations for multiple products. Responsible for product and employee safety, food safety & HACCP, setting and meeting daily production orders, reporting business metrics, organizing cross functionally with Maintenance, Shipping, Sanitation, Procurement, HR, Payroll, and upper management. In addition to resolving employee disputes, scheduling, and pay issues.

INTERBAKE FOODS. North Sioux City, South Dakota.

Resource Leader/Auditor, November 2005 – April 2018

Line Manager for multiple products in a fast pace technical production operation. Responsible for product and employee safety, training, quality control/HACCP, financials, maintenance, process improvements, standards and SOPs, line team management, with daily and annual reporting, planning and goals.

CLOVERLEAF COLDSTORAGE Inc. Sioux City, Iowa

Quality Control Inspector, October 2003 – November 2005

Perform function testing, laboratory testing and data collection to ensure the product meets or exceeds USDA as well as GMP, HACCP, SSOP guidelines.

APPLIED BIOSYSTEMS Inc. San Jose, California (*Oligo SNP set (DNA) production facility*)

Production Coordinator, October 2000 – December 2002

Created the process and managed production orders throughout the process life cycle – initial orders to shipping. Maintained production workflow through cross-functionally coordinating with Order administration, Production, IT, Program engineers, and Logistical management to meet production time lines while delivering high-quality product at the lowest cost.

DIOSYNTH, Inc., of AKZO/NOBEL, Sioux City, Iowa

Pharmaceutical Division, Heparin Extraction facility

Production Team Lead, November 1999 – 2000

Production Operator I - III, 1993 – 1999

Quality Assurance Statement
Winnebago Tribe of Nebraska Environmental Protection Department

Identify Individual responsible for the Project -

The Air Quality Specialist (AQS) is responsible for ensuring day-to-day operation of the station. The responsibilities of this position include, but are not limited to the following:

- Develop and maintain the project QAPP.
- Understand, execute, and modify the standard operating procedures (SOPs) as appropriate.
- Verifying all required QA/QC activities are performed and that measurement quality standards are met as required in QAPP and SOPs.
- Inspecting the station and station assets, assessing the condition and initiating corrective actions as needed.
- Document station activities as described in project SOPs.
- Flag suspect data and perform data validation, including document and records management (DRM).
- Preparing and delivering timely reports (corrective action, quarterly, equipment audits (internal and external) per QAPP, SOP, and Programmatic directives.
- Participate in training and certification activities as available.

Describe the organization's general approach for conducting quality assurance

The air quality data validation criteria are based on US EPA's Quality Assurance Handbook for Air Pollution Measurement Systems, Volume IV: Meteorological Measurements version 2.0 (Final). The sitting exposure, instrument locations, and tolerance criteria were adopted for this project.

The AQS is responsible for verifying proper operation of the meteorological and air quality monitoring equipment. The AQS will act as the Data Manager (DM) to review the incoming data to the standards outlined in the QAPP. During each quarter, the data will be reviewed again to ensure that the data are complete, accurate, and representative and that erroneous data have been removed in preparation for the final data report.

The Data Manager routinely checks for irregularities during the daily data review. Data review includes evaluation of the raw data, zero/span/one point QC checks, maintenance records, calibration and audit data. Any abnormalities in the data will be flagged and noted on the appropriate checklists. All other documentation pertaining to the project (i.e., site logs, instrument logs, calibration, and audit sheets) will be reviewed to ensure that erroneous data are identified and removed, as necessary from the final data set.

Calibration procedures for the equipment are presented in Section B.7 of the QAPP and Operations SOPs. All data will be considered valid when the system response indicates precision, bias and accuracy goals are being achieved.

The principal component used for data review and validation is the Performance Audit report. The AQS documents each instrument sensor audit meets the acceptance criteria provided in the technical SOP and outlined in the Parameter Performance Criteria. Data which does not meet each criterion is invalidated unless there is a compelling justification for not doing so. Violation of parameter criteria may be cause for invalidation and must be investigated, mitigated, or justified.

Item 3 – *Discuss the potential criteria and/or process for determining acceptable data quality (e.g., precision, accuracy, representativeness, completeness, comparability, or data quality objectives)''.*

Quality Assurance Statement
Winnebago Tribe of Nebraska Environmental Protection Department

To meet project objectives and demonstrating compliance to all parameter criteria for meteorological and air quality measurements the measurement quality objectives (MQO) were identified. The MQOs are designed to evaluate and control various phases (sampling, preparation, and analysis) of the measurement process to ensure that total measurement uncertainty is within the range prescribed by the data quality objectives. MQO's can be defined in terms of the following data quality indicators: precision; accuracy; bias, representativeness; detectability; completeness; and comparability.

The Winnebago Tribe of Nebraska's (WTN) air program is intended to provide an unbiased, representative assessment of air quality resources on the Reservation with known accuracy and precision. The plan follows established EPA requirements and guidelines. The following MQO's were considered in the design of the Winnebago Tribe's air program:

- Representativeness – The WTN's station location was chosen to be representative of cumulative air quality impacts from air emissions and well exposed to area prevailing meteorological conditions.
- Comparability – Meteorological and ambient air quality data collected are comparable with other regional data and with expected conditions based on current meteorological events.
- Completeness – Project valid data recovery on a parameter specific basis is in excess of calendar quarter regulatory minimums of 75% for meteorological parameters and air quality parameters.
- Accuracy – Data accuracy will be maintained in compliance with EPA requirements through routine system assessment, preventative maintenance, and a comprehensive calibration and auditing program. Calibration and audit equipment will be maintained and certified traceable to NIST standards.
- Bias – The ability to detect a systematic or persistent distortion of a measurement which causes an error in one direction achieved through routine system assessment and calibration procedures.
- Sensitivity – The capability of an instrument to discriminate between measurement responses representing different levels of the variable of interest. Essentially, sensitivity is the lowest detection limit of the method or instrument for each of the measurement parameters of interest.

Meteorological measurements recorded are subject to and consistent with the quality assurance requirements as found in the following documents:

- EPA's Quality Assurance Handbook for Air Pollution Measurement Systems: Volume IV, Meteorological Measurements, EPA March 2008; and
- EPA's Meteorological Monitoring Guidance for Regulatory Modeling Applications, EPA-454/R-99-005, February 2000. Air quality measurements recorded are subject to and consistent with the quality assurance requirements as found in the following documents:
 - 40 CFR Part 58, Appendix A Quality Assurance Requirements for Monitors used in Evaluations of National Ambient Air Quality Standards
 - EPA's Quality Assurance Handbook for Air Pollution Measurement Systems, Volume II: Ambient Air Quality Monitoring Program, EPA-454/B-17-001, January 2017



United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, DC 20240

Indian Organization Indirect Cost Negotiation Agreement

EIN: 47-0489118

Date: 01/10/2022

Organization:

Winnebago Tribe of Nebraska
P.O. Box 687
Winnebago, NE 68071

Report Number: 2021-0832

Filing Ref.:

Last Negotiation Agreement
dated: 02/02/2021

The indirect cost rate contained herein is for use on grants, contracts, and other agreements with the Federal Government to which Public Law 93-638 and 2 CFR Part 200 apply subject to the limitations contained in 25 CFR 900 and Section II.A. of this agreement. The rate was negotiated by the U.S. Department of the Interior, Interior Business Center, and the subject organization in accordance with the authority contained in applicable regulations.

Section I: Rate

Start Date	End Date	Rate Type				
10/01/2021	09/30/2022	Fixed Carry forward	Name	Rate	Base	Location
			Applicable To			
			Indirect	18.49 %	(A)	All
			Indirect	14.93 %	(A)	All
						ISDA (638)
						All Others

(A) Base: Modified Total Direct Costs (MTDC) All direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward/contract/contractual services (regardless of the period of performance). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward/contract/contractual services in excess of \$25,000.

Treatment of fringe benefits: Fringe benefits applicable to direct salaries and wages are treated as direct costs; fringe benefits applicable to indirect salaries and wages are treated as indirect costs.

Section II: General

- A. **Limitations:** Use of the rate(s) contained in this agreement is subject to any applicable statutory limitations. Acceptance of the rate(s) agreed to herein is predicated upon these conditions: (1) no costs other than those incurred by the subject organization were included in its indirect cost rate proposal, (2) all such costs are the legal obligations of the grantee/contractor, (3) similar types of costs have been accorded consistent treatment, and (4) the same costs that have been treated as indirect costs have not been claimed as direct costs (for example, supplies can be charged directly to a program or activity as long as these costs are not part of the supply costs included in the indirect cost pool for central administration).
- B. **Audit:** All costs (direct and indirect, federal and non-federal) are subject to audit. Adjustments to amounts resulting from audit of the cost allocation plan or indirect cost rate proposal upon which the negotiation of this agreement was based will be compensated for in a subsequent negotiation.
- C. **Changes:** The rate(s) contained in this agreement are based on the accounting system in effect at the time the proposal was submitted. Changes in the method of accounting for costs which affect the amount of reimbursement resulting from use of the rate(s) in this agreement may require the prior approval of the cognizant agency. Failure to obtain such approval may result in subsequent audit disallowance.
- D. **Rate Type:**
1. **Fixed Carryforward Rate:** The fixed carryforward rate is based on an estimate of the costs that will be incurred during the period for which the rate applies. When the actual costs for such period have been determined, an adjustment will be made to the rate for a future period, if necessary, to compensate for the difference between the costs used to establish the fixed rate and the actual costs.
 2. **Provisional/Final Rate:** Within six (6) months after year end, a final indirect cost rate proposal must be submitted based on actual costs. Billings and charges to contracts and grants must be adjusted if the final rate varies from the provisional rate. If the final rate is greater than the provisional rate and there are no funds available to cover the additional indirect costs, the organization may not recover all indirect costs. Conversely, if the final rate is less than the provisional rate, the organization will be required to pay back the difference to the funding agency.
 3. **Predetermined Rate:** A predetermined rate is an indirect cost rate applicable to a specified current or future period, usually the organization's fiscal year. The rate is based on an estimate of the costs to be incurred during the period. A predetermined rate is not subject to adjustment.
- E. **Rate Extension:** Only final and predetermined rates may be eligible for consideration of rate extensions. Requests for rate extensions of a current rate will be reviewed on a case-by-case basis. If an extension is granted, the non-Federal entity may not request a rate review until the extension period ends. In the last year of a rate extension period, the non-Federal entity must submit a new rate proposal for the next fiscal period.
- F. **Agency Notification:** Copies of this document may be provided to other federal offices as a means of notifying them of the agreement contained herein.
- G. **Record Keeping:** Organizations must maintain accounting records that demonstrate that each type of cost has been treated consistently either as a direct cost or an indirect cost. Records pertaining to the costs of program administration, such as salaries, travel, and related costs, should be kept on an annual basis.
- H. **Reimbursement Ceilings:** Grantee/contractor program agreements providing for ceilings on indirect cost rates or reimbursement amounts are subject to the ceilings stipulated in the contract or grant agreements. If the ceiling rate is higher than the negotiated rate in Section I of this agreement, the negotiated rate will be used to determine the maximum allowable indirect cost.

Section II: General (continued)

- I. **Use of Other Rates:** If any federal programs are reimbursing indirect costs to this grantee/contractor by a measure other than the approved rate(s) in this agreement, the grantee/contractor should credit such costs to the affected programs, and the approved rate(s) should be used to identify the maximum amount of indirect cost allocable to these programs.
- J. **Other:**
1. The purpose of an indirect cost rate is to facilitate the allocation and billing of indirect costs. Approval of the indirect cost rate does not mean that an organization can recover more than the actual costs of a particular program or activity.
 2. Programs received or initiated by the organization subsequent to the negotiation of this agreement are subject to the approved indirect cost rate(s) if the programs receive administrative support from the indirect cost pool. It should be noted that this could result in an adjustment to a future rate.
 3. Each Indian tribal government desiring reimbursement of indirect costs must submit its indirect cost proposal to our office within six (6) months after the close of the Tribe's fiscal year, unless an exception is approved.

Section III: Acceptance


Listed below are the signatures of acceptance for this agreement:


By the Indian Organization

By the Cognizant Federal Government Agency

Winnebago Tribe of Nebraska

US Department of the Interior - BIA

DocuSigned by:

31E8574F0C904F9...

DocuSigned by:

B47DB1F4A5DB4BF...

Signature

Signature

J. Alan Post

Craig Wills

Name:

Name:

Chief Financial Officer

Division Chief

Indirect Cost Services Division

Interior Business Center

Title:

Title:

1/13/2022

1/12/2022

Date

Date

Negotiated by: Omar Sheyyab

Telephone: (916) 930-3806

Next Proposal Due Date: 03/31/2022

Winnebago Tribe of Nebraska

Employee Handbook

2022

By checking this box I am confirming that I have read the document and agree to all provisions within.

Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

Table of Contents

Selection 1 – Employer Obligation	1
Administration of Policies and Procedures	1
Equal Employment Opportunity	1
Reasonable Accommodation	2
Nature of Employment.....	2
Immigration Law (I-9) Compliance	2
Section 2 - Employment Selection	3
Education Requirements	3
Employment Applications	3
Background Check	3
Employee Orientation and Integration	4
Reports and Records	4
Change of Status Report	4
Review of Personnel File	5
Conflicts of Interest	5
Employment of Relatives	6
Confidential Information	6
Section 3 - Employment Relationship	8
Employment Categories	8
General Hours of Work	9
Meal and Rest Periods	10
Breastfeeding	10
Attendance	10
Work Schedule Exchanges	11
Telecommuting Policy and Procedures	11
Outside Employment	12
Employee Conduct and Standards	12
Personal Appearance Standards	14
Social Media Acceptable Use	14
Computers, Internet, Email, and Other Resources	16

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Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

Cell Phone and Other Electronic Devices	17
Performance Evaluation	18
Employee Transfer/Promotion	19
Meetings and Committee Assignments	21
Accountability and Discipline Policy	21
Separation from Employment	22
Employee Complaint and Grievance Process	25
Section 4 - Safety	27
Commitment to Safety	27
Duty to Warn	27
Workplace Violence Prevention	27
Harassment, Bullying, and Complaint Procedure	28
Infectious Disease Control Policy	30
Drug/Alcohol Free Workplace	32
Tobacco - Free Workplace	34
Motor Vehicle	34
Section 5 Payroll	35
Salary Administration	35
Payroll Periods	35
Timekeeping	35
Pay offset	36
Overtime Compensation	37
Section 6 - Leave	41
Paid Time Off (PTO)	41
Holidays	42
Administrative Leave (Admin Leave)	43
Emergency Closings	44
Leave Without Pay	44
Leave of Absence	44
Family Medical Leave	45
Funeral/Bereavement Leave	55

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Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

Jury or Witness Duty	56
Military Leave	56
Time Off for Voting	59
Leave Donation Policy	59
Section 7 - Benefits	61
Employer Offered	61
PTO Cash Out	61
Employee Wellness	61
Self-Care Benefit	62
Cultural Activity	63
Education	63
Active Volunteer Firefighters	64
Workers' Compensation Insurance	65
Employee Assistance Program	65
Recognition and Employment Service	65
Section 8 – Forms and Other Documents	68
Employee of the Month Nomination	68
Section 9 - Acknowledgement	69
Employee Handbook Acknowledgement and Receipt	69
Receipt of Harassment, Bullying, and Complaint Procedure	70
Confidentiality/Non-Disclosure Agreement	71
Occupational Injury Ordinance	74

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Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

Section 1 - Employer Obligation

Administration of Policies and Procedures

All policies and procedures shall be interpreted, applied, and enforced by supervisory and managerial employees of Winnebago Tribe of Nebraska (referred to herein as WTN or Tribe) in consultation with Human Resources Director. Ultimate authority for interpretation, application, enforcement, and or deviation of policies rests with the Chief Executive Officer (CEO) and or Human Resources (HR) Director.

In instances of duplicate departmental policy please see HR.

This handbook and policies contained within are proprietary information. Employees are to refrain from distributing to the public or others. Outside requests for information contained within this handbook are to be directed to the Chief Executive Officer (CEO) and/or Human Resources for final determination and/or approval.

These policies supersede all preexisting policies and practices and may be amended or revised at the discretion of WTN. Policies are subject to revision on an "as-needed" basis. Policy revision is subject to the appropriated approval process including authorization of the Winnebago Tribal Council.

Employees are required to follow the chain of command laid out in their org chart unless otherwise addressed in a specific policy.

Equal Employment Opportunity

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at the Tribe will be based on merit, qualifications, and abilities. The Tribe does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law.

The Tribe is owned and operated by the Winnebago Tribe of Nebraska. As provided by federal law, an Indian Preference Policy permits the Tribe to give preference to qualified Indians for employment and training.

Applicants who have provided verification of Veteran Status shall be given preference.

Any employee with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or the Human Resources Department. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

1

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Name: Erin M. Mockler

Date: 03/14/2022

IP Address: 64.64.146.83

Reasonable Accommodation

As a matter of policy, the Tribe is committed to providing reasonable accommodations to qualified employees and applicants with disabilities. It is the position of WTN that the employment provisions of the Americans with Disabilities Act (ADA), 42 U.S.C. §12101, does not apply, nonetheless, WTN will provide reasonable and appropriate accommodations to its employees. So long as the accommodations do not post an undue burden to the Tribe. In implementing this policy, WTN may look to the ADA for guidance, while preserving all legal arguments that the ADA or portions thereof, do not apply to WTN. If a court of competent jurisdiction determines that the ADA applies to WTN, this Policy will be revised to reflect the actual application of the ADA. If employees or applicants need accommodations, they should contact the Human Resources Department, employees should be prepared to provide documentation. Any Supervisor who receives a request for accommodations should contact the Human Resources Department.

Nature of Employment

Employment with Winnebago Tribe of Nebraska is voluntarily entered into, employees are free to resign at will at any time, with or without cause. Similarly, WTN may terminate the employment relationship at will at any time, with or without notice or cause, so long as there is no violation of law.

Policies set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between WTN and any of its employees. The provisions of the handbook have been developed at the discretion of management and, except for its policy of employment-at-will, may be amended or canceled at any time, at the Tribe's sole discretion.

Immigration Law (I-9) Compliance

The Tribe is committed to employing only United States Citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Human Resources will verify the information provided using the E-Verify process. Former employees who are rehired must also complete the form and verification process. Employees may also raise questions or complaints about immigration law compliance without fear of reprisal.

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Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

Section 2 - Employment Selection

Education Requirements

The Tribe requires all employees, except those 30 years of age and over, to have a high school diploma or G.E.D. in order to meet minimum job requirements. This exemption also includes individuals with certified learning difficulties. Management will review and approve individuals that have certified learning difficulties. As a condition of employment, applicants who do not meet the educational requirements may agree to obtain a G.E.D. or high school diploma within one year of the date of hire. In no circumstance will the one (1) year time limit be extended. Employees who do not complete the educational requirements within the designated timeframe will be immediately released from employment. Former employees will not be eligible for rehire without verification of a G.E.D. or high school diploma.

Employment Applications

The Tribe relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsification, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

Background Check

Purpose Statement

It is the policy of the Winnebago Tribe of Nebraska to perform pre-employment background checks. This policy is established to promote a safe and secure work environment.

Policy

All offers of employment are contingent upon satisfactory results of the background checks. Any misrepresentations, falsifications, or omissions in any employment information may result in no further consideration for employment. Candidates who fail to disclose accurate and complete information regarding any substantial negative history of criminal convictions may not be considered suitable for hire. The organization will also comply with all applicable tribal, state and federal laws to ensure candidates are not discriminated against because of negative history of convictions. The Tribe does not automatically disqualify any person from hiring or promotion due to a criminal record.

The Tribe will perform pre-employment background checks on all applicants for employment. In addition, if an employee changes positions or is required due to Federal regulatory requirements, to have a different type of background check, the Tribe will perform any additional required background checks not previously performed.

The results of pre-employment background checks are confidential and are to be shared on

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Name: Erin M. Mockler
Date: 03/14/2022
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a strict "need to know" basis.

All applicants whose essential duties have a nexus to children will comply with 45 CFR 30, Subpart D, Section 30.3, C and D, which requires all prospective employees to sign a declaration prior to employment regarding all arrests and convictions of child abuse or violent felonies, and to comply with PL100-630 and PL 100-637 regarding criminal record check.

Employee Orientation and Integration

The Winnebago Tribe of Nebraska believes that a smooth and thorough orientation of new employees results in a positive integration into its operations and will lead to a more productive and satisfying employment relationship. For this reason, new employees are to be scheduled for a thorough orientation promptly following their initial employment date, but not later than thirty (30) days. They receive information about the Tribe's employment benefits and complete related documents. The tribal organization is to provide each new employee with such information as background about the tribal organization, its personnel policies, each department's organization and functions, the employee's role in helping to achieve the tribal goals, the employee's job content and performance evaluation standards, job safety, promotional opportunities and any other information deemed pertinent to establish employee orientation.

Reports and Records

The HR Department or designee will be responsible for providing the forms and maintaining records required to sustain a complete personnel system for the Tribe and will furnish or prepare such forms and records as are appropriate.

Change of Status Report

Upon proper approval the following changes of status will be implemented by supervisory or management personal and processed via Human Recourses (HR).

- New hire
- Transfer
- Promotion
- Demotion
- Significant change in duties or salary rate
- Employment separation
- Temporary
- Leave of Absence
- Other change

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Name: Erin M. Mockler

Date: 03/14/2022

IP Address: 64.64.146.83

All employment separation or demotion notification should be made immediately and changes will be effective that working day. All other change of status notifications requires advance notice to HR and the change will be effective beginning of the next pay period.

Review of Personnel File

Personnel files are the property of the Tribe, and access to the information they contain is restricted. Generally, only supervisors and management personnel of the Tribe who have a legitimate and or legal reason to review information in a file are allowed to do so. With forty-eight (48) hour written notice to Human Resources, employees may be granted approval to review their own personnel file. Review of personnel files will be facilitated by HR on a date, time, and location prescribed by the Tribe. However, such records may not be reproduced, removed or altered without the consent of the CEO or HR Director.

Request for access to personnel file documentation after separation of employment should be submitted to the Chief Administration Officer (CAO). For full details see Community Complaint Policy.

Conflicts of Interest

The Tribe expects all employees to conduct themselves and the Tribe business in a manner that reflects the highest standards of ethical conduct, and in accordance with all federal, state, and local laws and regulations. This includes avoiding real and potential conflicts of interests.

Exactly what constitutes a conflict of interest or an unethical business practice is both a moral and a legal question. The Tribe recognizes and respects the individual employee's right to engage in activities outside of employment which are private in nature and do not in any way conflict with or reflect poorly on the Tribe.

It is not possible to define all the circumstances and relationships that might create a conflict of interest. If a situation arises where there is a potential conflict of interest, the employee should discuss this with a manager for advice and guidance on how to proceed. The list below suggests some of the types of activity that indicate improper behavior, unacceptable personal integrity, or unacceptable ethics:

1. Simultaneous employment by another firm that is a competitor of or supplier to the Tribe.
2. Carrying on the Tribe's business with a firm in which the employee, or a close relative of the employee, has a substantial ownership or interest.
3. Holding a substantial interest in, or participating in the management of, a firm to which the Tribe makes sales or from which it makes purchases.
4. Borrowing money from customers or firms, other than recognized loan institutions, from which the Tribe buys services, materials, equipment, or supplies.

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Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

5. Accepting substantial gifts or excessive entertainment from an outside organization or agency.
6. Speculating or dealing in materials, equipment, supplies, services, or property purchased by the Tribe.
7. Participating in civic or professional organization activities in a manner that divulges confidential the Tribe information.
8. Misusing privileged information or revealing confidential data to outsiders.
9. Using one's position in the Tribe or knowledge of its affairs for personal gains.
10. Engaging in practices or procedures that violate antitrust laws, commercial bribery laws, copyright laws, discrimination laws, campaign contribution laws, or other laws regulating the conduct of the Tribe business.

Employment of Relatives

Nothing in the Equal Employment Opportunity policy is intended to be interpreted as preventing the Tribe from reasonably regulating nepotism for reasons of supervision, safety, security or morale. Under no circumstance will the Tribe allow individuals who are of immediate family or dating relationships to work together where one reports directly to the other (direct reporting relationship). Family members are defined as spouse, child, parent, brother, sister, grandparent, grandchild, aunt, uncle, niece, nephew, or first cousin. Of these listed relationships it will also include step- relative, foster relative, in-law, and any adoptive relationships.

Generally, employee's relatives will be eligible for employment as long as no conflicts in supervision, safety, security, morale or potential conflicts of interest exist.

Situations where a close relationship exist will be reviewed on a case by case basis, at the discretion of HR Director and CEO.

Situations in which an employee has direct or indirect reporting over a family member shall remove themselves when disciplinary action is required.

Confidential Information

The protection of confidential business information and trade secrets is vital to the interests and success of the Tribe. Confidential information is any and all information disclosed to or known by you because of employment with the Tribe that is not generally known to people outside the Tribe about its business. Such confidential information includes, but is not limited to, the following examples:

- personnel information
- compensation data

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Name: Erin M. Mockler
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- financial information
- labor relations strategies
- marketing strategies
- pending projects and proposals
- vendor and/or client list

All employees are required to sign a non-disclosure agreement as a condition of employment.

An employee who improperly uses or discloses trade secrets or confidential business information will be subject to disciplinary action up to and including termination of employment and legal action, even if he or she does not actually benefit from the disclosed information.

This provision is not intended to, and should not be interpreted to, prohibit employees from discussing wages and other terms and conditions of employment if they so choose.

All inquiries from the media must be referred to the Communications Director and/or Tribal Council Chairperson.

By checking this box I am confirming that I have read the document and agree to all provisions within.

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IP Address: 64.64.146.83

Section 3 - Employment Relationship

Employment Categories

It is the intent of the Tribe to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and the Tribe.

Each employee is designated as either NON-EXEMPT or EXEMPT from applicable wage and hour laws. NON-EXEMPT employees are entitled to overtime pay under the specific provisions of applicable laws. EXEMPT employees are excluded from specific provisions of applicable wage and hour laws.

REGULAR FULL-TIME - employees who are not in a temporary, introductory, or seasonal status and who are regularly scheduled to work a minimum 30-40 hours in a work week. Are eligible for all paid and unpaid leave benefits subject to individual leave policy requirements. Generally, they are eligible for the Tribes benefit package, subject to the terms, conditions, and limitations of each benefit program.

REGULAR PART-TIME - employees are those who are not assigned to a temporary, introductory, or seasonal status and who are regularly scheduled to work less than 30 hours per work week. They do receive all legally mandated benefits (such as Social Security and workers' compensation insurance). They are eligible for all paid and unpaid leave benefits subject to individual leave policy requirements. Part-time employees are not eligible for health, life, and retirement benefit packages.

INTRODUCTORY - New hire employees are those whose performance is being evaluated to determine whether further employment in a specific position or with the Tribe is appropriate. Generally, for a period of at least 90 days from date of hire. Employees are not eligible to receive paid or unpaid leave while in their introductory period (excluding admin leave). However, paid leave will accrue during the introductory probation period. Employees who satisfactorily complete the introductory period will be notified of their new employment classification.

SECONDARY INTRODUCTORY - Transfer or promoted employees whose performance is being evaluated to determine whether further employment in a specific position is appropriate. Generally, for a period of at least 90 days from date of transfer or promotion. Employees are eligible to receive paid or unpaid leave subject to individual leave policy requirements.

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Name: Erin M. Mockler

Date: 03/14/2022

IP Address: 64.64.146.83

Seasonal - employee is one who is hired to work a recognized season that occurs generally at the same time each year and the employee will work no more than 180 consecutive days. They do receive all legally mandated benefits (such as Social Security and workers' compensation insurance). Generally, they are not eligible for the Tribes benefit package. Seasonal employees are not eligible to receive paid or unpaid leave (excluding admin leave).

Temporary employees - Employees holding jobs of limited or specified duration not longer than sixty (60) days, arising out of special projects, position vacancy pending appointment, the absence of a position incumbent, abnormal workloads, emergencies or other reasons established by the Department Head/Director, Program Directors or Personnel Department are considered temporary employees.

Variable Hours - An employee hired into a temporary, intermittent, or part-time position not lasting longer than twelve months. A variable hour employee may work extended, limited, or irregular hours, including nights, weekends and holidays with frequently rotating shifts and duty stations.

Temporary and Variable Hours employees may work either full or part-time work schedules. Temporary and Variable hours employees are not eligible for health, life, and retirement benefit packages. They do receive all legally mandated benefits (such as Social Security and workers' compensation insurance). Temporary and Variable Hour employees are not eligible to receive paid or unpaid leave. (excluding admin leave). Employees are only eligible to serve in a temporary position one time in a 12-month period.

General Hours of Work

The CEO, upon consultation with supervisory personnel and with approval of the Tribe, will determine operational days and hours of work or the modification thereof. Unless otherwise assigned, the normal days and hours of work for employees will be as follows:

- A. Workday: for full-time positions shall be eight (8) hours, excepting unpaid meal periods.
- B. Workweek: The standard workweek is from Saturday 12:00 a.m. until Friday 11:59 p.m. and generally consists of 40 work hours.
- C. Work Schedules: will be established for each employee by supervisory personnel who may change such schedules based on the needs and requirements of work unit operations. Supervisory personnel may also require an employee to work an unscheduled day in place of a scheduled day within the same workweek, in which case the unscheduled day worked shall be treated as a modified work schedule and not subject to overtime compensation on the basis of a changed workday.

Full-time exempt employees are generally expected to work a minimum of 40 hours in a work week.

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Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

Other work shifts, days, hours and periods can be established and modified by the CEO within the limits prescribed by law, based on operating conditions and requirements of the tribal organization. With approval, supervisors, may grant employees the opportunity to work flexible work schedules so long as such a schedule does not diminish operational effectiveness or create an overtime liability that would not otherwise occur.

Meal and Rest Periods

Each eight (8) hour workday employees are provided one (1) unpaid meal period of thirty (30) minutes in length and two (2) paid rest periods of fifteen (15) minutes in length. In instances when an employee performs duties during their regular scheduled meal break or for a portion of their meal break, the employee will be paid for the thirty (30) minute meal break.

Breastfeeding

We encourage and support employees in their efforts to combine working and breastfeeding.

Winnebago Tribe of Nebraska allows creative use of normal breaks and earned time/leave for nursing and pumping. Examples of creative use include: using scheduled break times as pumping time, coming in to work earlier or leaving work later. Use of Tribally approved, 30-minute Wellness time may be used for pumping/nursing time. This would be at the discretion of the supervisor as it is with scheduled exercise time.

Attendance

All employees are expected to arrive on time, ready to work, every day they are scheduled to work.

Employees are expected and required to report to their designated work locations at the prescribed time and manner work activity is to commence. Tardiness, unexcused absence or failure to report as required may result in disciplinary action. In the event an employee cannot report to work as scheduled, the employee must so notify supervisory personnel within thirty (30) minutes of the scheduled reporting time or be prepared to provide evidence of extenuating circumstances.

An employee who is absent from their assigned work location or schedule, including any previously approved schedule change, without official leave approval from supervisory personnel for two (2) or more days shall be considered absent without authorized leave. In such cases, the job shall be regarded as abandoned and the employee automatically terminated, unless the employee can provide their supervisor with acceptable and verifiable evidence of extenuating circumstances.

Employees who are absent without notice or authorization for less than two (2) days may be subject to disciplinary action including termination.

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Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

Excessive absenteeism or tardiness, regardless of reason(s), which renders an employee insufficiently available for work may be subject to disciplinary action up to and including termination.

Excessive Absenteeism/tardiness is considered 3 or more occurrences within 30 days.

See departmental policy

Unauthorized leave or unexcused absence will not be compensated in any form including tribal-sponsored employment benefits.

Work Schedule Exchanges

The exchanging of workdays is generally discouraged because of its inherent disruptive effect on record keeping and the continuity of work progress. However, under circumstances where an employee can demonstrate a legitimate reason for exchanging a work schedule with another agreeable employee and where affected supervisory personnel approve of the exchange, such exchanges may be authorized on a limited basis. Under no circumstances will exchange work schedules be authorized if the exchange is likely to result in a disruption or interference of the work unit operations or in either of the employees working overtime.

Employees wishing to have a work schedule exchange considered by supervisory personnel should submit a written request stating the dates and times of the exchange, the exchange employees involved, the reason(s) for the exchange and the date and signature of both employees. Such a written request must be submitted to affected supervisory personnel not later than three (3) working days before the requested exchange, whereupon supervisory personnel will respond with approval or disapproval in a timely manner. Should the request be disapproved, supervisors should note their reason(s) on the employee's written request and retain a tribal file.

Telecommuting Policy and Procedure

Objective

Telecommuting allows employees to work at home, on the road or in a satellite location for all or part of their workweek. The Winnebago Tribe of Nebraska (or "Tribe") considers telecommuting to be a viable, flexible work option when both the employee and the job are suited to such an arrangement. Telecommuting may be appropriate for some employees and jobs but not for others. Telecommuting is not an entitlement, it is not a companywide benefit, and it in no way changes the terms and conditions of employment with The Winnebago Tribe of Nebraska.

Ad Hoc Arrangements

Temporary telecommuting arrangements may be approved for circumstances such as inclement weather, special projects, business travel, natural disasters, or other unforeseen

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Name: Erin M. Mockler

Date: 03/14/2022

IP Address: 64.64.146.83

circumstance arising out of the Tribe's control. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance.

Other informal, short-term arrangements may be made for employees on family or medical leave to the extent practical for the employee and the organization and with the consent of the employee's health care provider, if appropriate.

All informal telecommuting arrangements are made on a case-by-case basis, focusing first on the business needs of the organization.

Temporary Telecommuting Policy

In the event of an emergency such as a natural disaster/catastrophe or pandemic, the Winnebago Tribe of Nebraska may allow or require employees to temporarily work from home to ensure business continuity.

* For Full eligibility and procedure see Telecommuting Policy and Procedure

Outside Employment

Employees are permitted to work a second job as long as it does not interfere with their job performance with the Tribe. Employees with a second job are expected to work their assigned schedules. A second job will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours, including work schedule exchanges.

If outside work activity causes or contributes to job-related problems, it must be discontinued, or the employee may be subject to disciplinary action, up to and including termination.

Employee Conduct and Standards

To ensure orderly operations and provide the best possible work environment, the Tribe expects employees to follow rules of conduct that will protect the interests and safety of all employees.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Making false, vicious, profane or malicious statements concerning another employee, guest, or its facilities
- Violation of local, state, or federal law which causes unfavorable reflection on the organization, impairs the credibility of the employee to perform the employee's job, or is otherwise connected to tribal employment.
- Employees shall not engage in, solicit, promote or become involved in POLITICAL ACTIVITIES while at work designed to inhibit, damage or cause disruption within THE

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Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

TRIBE and Tribal government. This does not mean that employees who wish to follow departmental leave policies to attend Tribal Council meetings may do so.

- Lending or borrowing the Tribes property.
- Lending or borrowing money from guests or other employees
- Violation of privileged information or its use for private gain or the soliciting or acceptance of any gift of value from any person whose interest may be affected by the employee's action in the course of performing his or her duties.
- Sleeping on the job during working hours
- Dishonesty; providing false or misleading information to any the Tribe's representatives or in any of the Tribe's records, including but not limited to: employment application, benefits forms, time cards, expense reimbursement forms and similar records
- Discourteous, abusive, threatening treatment of supervisory or management personnel, employees, clients, vendors or the general public
- Theft from the tribe, employees, clients, vendors or inappropriate removal / unauthorized possession of property
- Violation of the drug free workplace code
- Fighting or engaging in disorderly/inappropriate conduct on the Tribe's or a client/vendor's premises or off-site while representing the Tribe; this includes socialization and downtime during the Tribally sponsored Travel time.
- Negligence or improper conduct leading to damage or destruction of the tribe's property, another employee's property, or guest-owned property.
- Insubordination; Refusal or failure to follow instructions from supervisory personnel
- Violation of safety or health policy. Deliberate or careless conduct which endangers the safety of self or others
- Failure to report changes to required qualification to the job held (licenser, certifications, etc.).
- Sexual or other unlawful or unwelcome harassment
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Unauthorized use of another employee's password or workstation.
- Unauthorized disclosure of confidential information
- Violations of any of the Tribe's employment policies including, but not limited to harassment, confidentiality, security, solicitation, conflict of interest and code of conduct
- Performance issues of a serious nature
- Accepting outside employment while on Family Medical Leave (FML)
- Breach of confidentiality relating to employer, employee, client or vendor information

13

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Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

Off Duty Conduct

Generally, the Tribe regards the off-duty activities of employees to be their own personal matter. However, certain types of off-duty activities by employees represent the potential of material concern to the Tribe.

Employees who engage in or are associated with illegal conduct the nature of which adversely affects the tribal organization or their own ability or credibility to carry out their employment responsibilities, may be subject to disciplinary action including termination. The verifiable knowledge or appearance of a violation shall be presumptive evidence of that violation. The Tribe, in its sole and absolute discretion, may disregard any legal proceedings, plea bargaining, dismissals, or other disposition of a citation and treat such citation as though there was a conviction on the charges set forth in the original citation.

Personal Appearance Standards

The Tribe provides a casual yet professional work environment for its employees. Employees are therefore expected to dress in a manner consistent with the nature of work performed. Personal appearance standards are at supervisors' discretion. Employees whose appearance is inappropriate may be sent home and required to return to work with a clean, neat, and tasteful appearance. Under this circumstance, employees will not be paid for the time away from work.

All employees are expected to dress in a manner consistent with good hygiene, safety, and good taste.

Social Media Acceptable Use

The Tribe encourages employees to share information with co-workers and with those outside the Tribe for the purposes of gathering information, generating new ideas, and learning from the work of others. Social media provides inexpensive, informal, and timely ways to participate in an exchange of ideas and information. However, information posted on a website is available to the public and, therefore, the Tribe has established the following guidelines for employee participation in social media.

Note: As used in this policy, "social media" refers to blogs, forums, and social networking sites, such as Twitter, Facebook, LinkedIn, YouTube, Instagram, and Snapchat, among others.

Off-duty use of social media. Employees may maintain personal websites or weblogs on their own time using their own facilities. Employees must ensure that social media activity does not interfere with their work. In general, the Tribe considers social media activities to be personal endeavors, and employees may use them to express their thoughts or promote their ideas.

On-duty use of social media. Employees may engage in social media activity during work time provided it is directly related to their work, approved by their manager, and does not identify or

By checking this box I am confirming that I have read the document and agree to all provisions within.

Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

reference the Tribe clients, customers, or vendors without express permission. The Tribe monitors employee use of the Tribe computers and the Internet, including employee blogging and social networking activity.

Approval- creation of a social media page with use of "WTN" or any associated program/department is at the discretion of the CEO. Further all usernames, passwords, and other log-in information must be kept current and shared with the CEO or delegate.

Respect. Demonstrate respect for the dignity of the organization, its governing body, its vendors, and its employees. A social media site is a public place, and employees should avoid inappropriate comments. For example, employees should not divulge the Tribe confidential information such as trade secrets, client lists, or information restricted from disclosure by law on social media sites. Similarly, employees should not engage in harassing or discriminatory behavior that targets other employees or individuals because of their protected class status or make defamatory comments. Even if a message is posted anonymously, it may be possible to trace it back to the sender.

Post disclaimers. If an employee identifies himself or herself as a tribal employee or discusses matters related to the Tribe on a social media site, the site must include a disclaimer on the front page stating that it does not express the views of the Tribe and that the employee is expressing only his or her personal views. For example: "The views expressed on this website/Weblog are mine alone and do not necessarily reflect the views of my employer." Place the disclaimer in a prominent position and repeat it for each posting expressing an opinion related to the Tribe or the Tribe's business. Employees must keep in mind that if they post information on a social media site that is in violation of Tribe policy and/or federal, state, or local law, the disclaimer will not shield them from disciplinary action.

Competition. Employees should not use social media to criticize the Tribe's competition and should not use it to compete with the Tribe.

Confidentiality. Do not identify or reference the Tribe's clients, customers, or vendors without express permission. Employees may write about their jobs in general but may not disclose any confidential or proprietary information. For examples of confidential information, please refer to the confidentiality policy. When in doubt, ask before publishing.

New ideas. Please remember that new ideas related to work or the Tribe's business belong to the Tribe. Do not post them on a social media site without the Tribe's permission.

Links. Employees may provide a link from a social media site to the Tribe's website during employment (subject to discontinuance at the Tribe's sole discretion). Employees should contact the Web design group to obtain the graphic for links to the Tribe's site and to register the site with the Tribe.

Trademarks and copyrights. Do not use the Tribe's or others' trademarks on a social media site, or reproduce the Tribe's or others' material without first obtaining permission.

Legal. Employees are expected to comply with all applicable laws, including but not limited to, Federal Trade Commission (FTC) guidelines, copyright, trademark, and harassment laws.

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Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

Discipline. Violations of this policy may result in discipline up to and including immediate termination of employment.

Note: Nothing in this policy is meant to, nor should it be interpreted to, in any way limit your rights under any applicable federal, state, or local laws, including your rights under the National Labor Relations Act to engage in protected concerted activities with other employees to improve or discuss terms and conditions of employment, such as wages, working conditions, and benefits.

Computers, Internet, Email, and Other Resources

The Tribe provides a wide variety of communication tools and resources to employees for use in running day-to-day business activities. Whether it is the telephone, voice mail, fax, scanner, Internet, intranet, e-mail, text messaging, or any other technology provided by the Tribe, use should be reserved for business-related matters during working hours. All communication using these tools should be handled in a professional and respectful manner.

Employees should not have any expectation of privacy in their use of the Tribe's computer, phone, or other communication tools and resources. All communications made using the Tribe-provided equipment or services including email and internet activity, are subject to inspection by the Tribe. Employees should keep in mind that even if they delete an email, voicemail or other communication, a copy may be archived on the Tribe's systems.

Employee use of the communication systems provided by the Tribe, including personal e-mail and internet use, that are not job-related have the potential to drain, rather than enhance, productivity and system performance. You should also be aware that information transmitted through e-mail and the internet is not completely secure or may contain viruses or malware, and information you transmit and receive could damage the Tribe's systems as well as the reputation and/or competitiveness of the Tribe. To protect against possible problems, delete any e-mail messages prior to opening that are received from unknown senders and advertisers.

It also is against the Tribe's policy to turn off antivirus protection software or make unauthorized changes to system configurations installed on the Tribe's computers. Violations of this policy is subject to disciplinary action.

The Tribe encourages employees to use e-mail only to communicate with fellow employees, suppliers, customers, or potential customers regarding the Tribe's business. Internal and external e-mails are considered business records and may be subject to federal and state recordkeeping requirements as well as to discovery in the event of litigation. Be aware of this possibility when sending e-mails within and outside the Tribe.

All use of the Tribally-provided communications systems, including e-mail and internet use, should conform to the Tribe's guidelines/policies, including but not limited to the Equal Opportunity, Harassment, Confidential Information, and Conflicts of Interest. For example,

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Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

employees should not engage in harassing or discriminatory behavior that targets other employees or individuals because of their protected class status or make defamatory comments. Similarly, employees should not divulge confidential information such as trade secrets, client lists, or information restricted from disclosure by law on social media sites. Because e-mail, telephone and voice mail, and internet communication equipment are provided for the Tribe's business purposes and are critical to the Tribe's success, your communications may be accessed without further notice by Information Technology department administrators and the Tribe's management to ensure compliance with this guideline.

The electronic communication systems are not secure and may allow inadvertent disclosure, accidental transmission to third parties, etc. Sensitive information should not be sent via unsecured electronic means.

Office telephones are for business purposes. While the Tribe recognizes that some personal calls are necessary, these should be kept as brief as possible and to a minimum. Personal use of the Tribe's cell phones, long-distance account, or toll-free numbers is strictly prohibited. Abuse of these privileges is subject to disciplinary action including termination.

The Tribe reserves the right to monitor customer calls to ensure employees abide by the Tribe's Employee Conduct and Standards contained within these policies on employee interaction with other employees or the outside public.

Cell Phone and Other Electronic Devices

The purpose

While we recognize mobile phones and other electronic devices have become an integral part of business, the purpose of this policy is to promote a safe and productive work environment and offer guidance on acceptable use in the workplace.

Policy and Usage

This policy outlines the use of tribal-issued mobile phones, personal mobile phones and other electronic devices.

Employees within the organization who are issued a mobile phone understand these devices are issued for the sole purpose of conducting tribal business and are required to sign a Mobile Phone/Electronics Use Agreement. Employees are required to be professional and conscientious at all times when using Tribal issued equipment.

Employees may carry and use personal mobile phones while at work on a limited basis. If employee use of a personal mobile phone causes disruption or loss in productivity, the employee may be subject to disciplinary action.

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Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

Sexual, racial, vulgar, obscene, threatening messages or other forms of harassment is expressly prohibited and is extended to include the use of electronic and telecommunication systems.

Employees whose job responsibilities include driving are to refrain from using their phone while driving – use of a mobile phone or other electronic devices while driving is not required by the Tribe and is expressly prohibited.

Issuance of Mobile Phone(s)

The Department Head/Program Manager will submit requests for mobile phones on behalf the employee by completing the Mobile Phone Request form. Approval for employee mobile phones is at mutual discretion of the Department Head, CFO, and CEO.

Any upgrades or replacement devices are subject to I.T. Departmental procedures.

Performance Evaluation

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Performance evaluations are conducted at the end of an employee's initial period in any new position. This period, known as the introductory period, allows the supervisor and the employee to discuss the job responsibilities, standards, and performance requirements of the new position. Performance evaluations are conducted to provide supervisors and employees, the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

Generally, formal performance reviews are conducted annually and or on a discretionary basis coinciding generally with the anniversary of the employee's original date in position. These reviews include a written performance appraisal and discussion between the employee and the supervisor about job performance and expectations for the coming year.

Any introductory period may be extended an additional thirty (30) days upon performance evaluation and recommendation of the immediate supervisor.

Discretionary Performance Evaluations

When there arises a marked change in the performance of an employee in the opinion of supervisory personnel a discretionary performance evaluation can be completed in the same manner of other employee evaluations.

Substandard Rating

A substandard rating, as applied to performance evaluations, means any rating below the rating level of satisfactory/ average/ standard. Employees receiving a substandard rating or ratings may be subject to the following corrective action:

By checking this box I am confirming that I have read the document and agree to all provisions within.

Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

- A. Ineligibility for promotional consideration until successful completion of probation period and any extension there of;
- B. Withholding of introductory merit performance-based compensation, until successful completion of probation period and any extension there of;
- C. Transfer or demotion to a vacant position for which the employee meets qualifications;
- D. Employee may be placed on an extended or additional or secondary introductory period, thirty (30) calendar days, by authority of supervisory personnel. Introductory periods which require a longer duration require approval by the CEO; or
- E. Termination.

Employee Transfer/Promotion

The Tribe believes in promoting qualified employees from within the organization when possible. Employees must have completed at least one (1) year of employment in their current position before being eligible for transfer to another department or position. An exception to the (1) year limit may be made if otherwise approved by the current department manager, the manager of the hiring department, Human Resources and the CEO. In addition, employees who incur disciplinary action of a written warning or higher within the previous six (6) months of applying, are ineligible for transfers or promotion. Internal candidates may apply on-line and submit a Job Application for open positions.

The employee's personnel file and references are available to be reviewed by the hiring manager. A reference check should be obtained by the hiring manager from the employee's current manager. If an employee is transferred to another position/department, advance notice must be given to the present manager. Additional notice time may be required if both managers agree.

A transfer is defined as a change in department and/or position. A promotion is defined as a position rated at least one grade higher than the employee's current position. Demotion is defined as a change to a position which is at least one grade lower than the employee's current position.

Intra-Departmental Transfers

Intra-Departmental transfers are designed to move employees within the same department and will allow them to retain anniversary date for paid time off accruals and benefits.

To Qualify for an Intra-Departmental Transfer:

1. The manager must request approval from the Departmental Director and HR.
2. Employee must agree to the transfer
3. The employee cannot be on a Performance Improvement Plan (PIP), suspension or any other form of current disciplinary action
4. The position to be filled cannot be of a higher wage/grade or considered a promotion
5. The new position must be within the same department as the current position

By checking this box I am confirming that I have read the document and agree to all provisions within.

Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

6. The employee cannot be in their introductory period
7. Employee will begin a secondary introductory period.
8. Employees may be subject to and have satisfactory results of additional background check, drug and alcohol screenings, and/or Motor Vehicle Report (MVR).

The employee's initial employment date will remain the same and accrual rates will continue based on this date. Benefits will carry over to the new position uninterrupted with all premiums deducted as scheduled. Depending on funding source, paid time off accruals, may be paid out, forfeited, and/or reset.

New titles will need a new job description signed.

Inter-Departmental Transfers

Inter-Departmental transfers are designed to move employees from one department or program to another within the Winnebago Tribe of Nebraska and allow them to retain anniversary date for paid time off accruals and benefits.

To Qualify for an Inter-Departmental Transfer:

1. The new manager, current manager, HR, and CEO must approve the transfer
2. Employee must agree to the transfer
3. The employee cannot be on a Performance Improvement Plan (PIP), suspension or any other form of current disciplinary action
4. The position to be filled cannot be of a higher wage/grade or considered a promotion
6. The employee cannot be in their introductory period
7. Employee will begin a secondary introductory period.
8. Employees may be subject to and have satisfactory results of additional background check, drug and alcohol screenings, and/or Motor Vehicle Report (MVR).

The employee's initial employment date will remain the same and accrual rates will continue based on this date. Benefits will carry over to the new position uninterrupted with all premiums deducted as scheduled. Depending on funding source, paid time off accruals, may be paid out, forfeited, and/or reset.

New titles will need a new job description signed.

Inter-Departmental Transfers are limited to once per rolling calendar year, unless specifically noted in the employee's offer letter if their position requires additional specialized training.

Promotion

Promotions are designed to reward existing employees for their hard work and tenure.

Promotions are defined as a significant change in job duties that impact the organization chart and require a new job description to be signed, at a higher wage/grade.

To Qualify for a Promotion:

20

By checking this box I am confirming that I have read the document and agree to all provisions within.

Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

1. The position cannot be a management position. All open management positions must be posted via the Employee Recruitment Process.
2. The new position must be posted via HR through the posting process and all qualified candidates must be interviewed.
3. Any existing employees identified as a possible good candidate must also apply during the posting period to be considered. If no other candidates apply or are qualified, then the identified employee may be promoted
4. The new manager (if applicable), current manager, HR, and CEO must approve the promotion
5. The employee must agree to the promotion
6. The employee cannot be on a Performance Improvement Plan (PIP), suspension or any other form of current disciplinary action
7. The new position must be of a higher wage/grade and require a new job description to be signed
8. The employee cannot be in their introductory period at the time of the promotion
9. Employee will begin a secondary introductory period.
10. Employees may be subject to and have satisfactory results of additional background check, drug and alcohol screenings, and/or Motor Vehicle Report (MVR).

The employee's initial employment date will remain the same and accrual rates will continue based on this date. Benefits will carry over to the new position uninterrupted with all premiums deducted as scheduled. Depending on funding source, paid time off accruals, may be paid out, forfeited, and/or reset.

New titles will need a new job description signed.

Meetings and Committee Assignments

The Winnebago Tribe recognizes the need for individual employees to participate in committees and boards, which provide a benefit or service, directly or indirectly to the Tribal organization and the Tribe.

Non-job related participation on a committee or board cannot be completed on compensable time. Job relationship will be determined on an individual basis by immediate supervisor, program director, HR and CEO. Participation on committees and boards during working hours must be approved by immediate supervisor or department head and must follow applicable leave policies. Admin Leave is not allowed. Online training/webinar are not eligible for allowances under the travel policy.

Accountability and Discipline Policy

The purpose of this policy is to state Winnebago Tribe of Nebraska's position on administering fair and consistent discipline for unsatisfactory conduct and policy violations in the workplace

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Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

while considering the Winnebago Tribe of Nebraska's own best interest. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

Winnebago Tribe of Nebraska's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the issue, prevent recurrence, and prepare the employee for satisfactory service in the future. To ensure equitable processing of disciplinary action and assurance that employee rights are protected, supervisory personnel will consult Human Resources prior to implementation of disciplinary action.

Although employment with Winnebago Tribe of Nebraska is based on mutual consent and both the employee and Winnebago Tribe of Nebraska have the right to terminate employment at will, with or without cause or advance notice, the Winnebago Tribe of Nebraska reserves the right to interpret and apply this discipline policy at its sole discretion.

Progressive discipline should typically be applied in the following order:

- 1) Verbal Warning
- 2) Written Warning
- 3) Suspension
 - a) Supervisory personnel may authorize suspensions up to five (5) days, with or without pay
- 4) Demotion or Termination of employment

Employees may be referred to the Employee Assistance Program by their supervisor. Once referred by supervisor, employee must complete initial assessment and comply with recommendations from the counselor. Failure to do so may result in further disciplinary action, up to and including termination.

The Winnebago Tribe of Nebraska recognizes that there may be circumstances that are serious enough to justify either an immediate suspension or termination of employment, without utilizing each of the progressive discipline steps. The Winnebago Tribe of Nebraska reserves the right to circumvent and/or bypass one or more progressive discipline steps outlined within. All recommendations for termination and/or suspensions lasting longer than five (5) days, will be directed to the Chief Executive Officer (CEO). The CEO will authorize all terminations and suspensions lasting longer than five (5) days via signed acknowledgement.

Separation from Employment

The effective date of separation of employment whether voluntary or involuntary is indicated in the notice of employment separation document.

Voluntary Termination

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Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

Occurs when an employee initiates separation. Advance notice recommended of written or oral resignation, or retirement. Other examples of a voluntary termination include employee's failure to:

- Report to work on a designated date when recalled from layoff.
- Return from approved leave of absence at the expiration of the leave.
- Respond to the Tribal organization's written notification within the time period specified.

Employees who walk off the job during shift will be subject to disciplinary actions up to and including termination.

Involuntary Termination

Involuntary termination occurs when employees do not initiate the separation. Examples of involuntary terminations include:

- Discharge when an employee is terminated for reasons including, but not limited to: unsatisfactory performance, absenteeism, or violation of rules of conduct.
- Layoff for lack of work when the department reduces its work force for economic or other reasons.
- Elimination of a position when the department has no appropriate change of assignment available for employee.
- Disability when, on the basis of medical evidence, an employee is totally and permanently unable to perform his or her job due to disability, and the department is unable to make reasonable accommodations.

Paid Time Off (PTO) Balance

The Paid Time Off Policy specifies the payout of PTO upon termination of employment.

Group Insurance

The Tribe's Group Insurance specifies when insurance coverage terminates, depending on various circumstances. See Human Resources Department for questions.

Return of Tribal Issued Property

Employees have five (5) business days from date of transfer or termination of employment to return all property of The Tribe. Property could include, but is not limited to keys, electronics, and mobile phone. Employees must return all Tribal property prior to release of final compensation check.

Employees need to have all travel reports completed and turned in within five (5) business days from date of transfer or termination of employment.

Layoff

An employee may be subject to a non-disciplinary, involuntary termination through layoff

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Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

in connection with a shortage of funds, abolition of a position or lack of need for the work performed by an employee or group of employees. In such cases, affected employees will be given as reasonable an amount of advance notice as conditions permit.

The Department Head, with the approval of the CEO, may lay off a regular employee because of material change in duties, or organization or shortage of work or funds. The Director is to notify the CEO of the intended action with reasonable amount of advance notice as conditions permit before the effective date and provide a statement whether or not the employee gave satisfactory service.

Other general layoffs may occur, usually as a result of economic conditions, in which a larger segment of the work force may be affected.

The names of employees who either are laid off or continue employment in a lower position will be placed on a reemployment list giving the position held at the time of layoff. The reemployment list will be maintained for a period of one (1) year from the date of placement on the list. When a vacancy occurs in a position for which a reemployment list exists, persons appearing on the list will be considered for reemployment, in inverse order of their layoff dates prior to consideration of other persons' employment. Job positions that are filled by the layoff list do not need to be posted and advertised in accordance with the Job Advertising Procedures Policy.

Rehire Eligibility

Except as provided below, any employee involuntary terminated for the first time will not be eligible for rehire for 60 days from the date of termination.

Except as provided below, any employee involuntary terminated for the second time within one (1) year will not be eligible for rehire for ninety (90) days.

Except as provided below, any employee involuntary terminated for a third time within eighteen (18) calendar months will not be eligible for rehire for one hundred eighty (180) calendar days from the date of termination.

Any employee involuntary terminated for theft, fraud, or convicted of any other major crime will not be eligible for rehire for two (2) years.

Any employee testing positive for drugs/alcohol will not be eligible for re-hire for one (1) year or upon completion of an approved rehabilitation program. This is subject to departmental requirements.

Any employee involuntary terminated for violation of any fiscal responsibility will not be eligible for rehire in any position for two (2) years and shall further not be eligible for hire in any position with fiscal responsibilities for five (5) years.

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Name: Erin M. Mockler

Date: 03/14/2022

IP Address: 64.64.146.83

Employee Complaint and Grievance Process

The Winnebago Tribe is committed to providing a process to be used by employees who need assistance in resolving work-related issues. An appropriate dispute or grievance is defined as employee discontent or dissatisfaction, valid or not, arising from anything connected with the organization that the employee feels is unfair, unjust, or inequitable. Employees are encouraged to resolve this type of conflict or problem first with their immediate supervisor with or without assistance of Human Resources. If this attempt fails, the employee may file a formal grievance within five (5) business days of the event they are grieving. The entire employee grievance process will be completed within 45 calendar days.

Should the employee not specify an expected resolution in their formal written grievance request, the grievance shall be considered invalid, and not subject to further consideration.

Human Resources will assist the employee through the formal grievance process. The employee grievance process may end at any level once the employee is satisfied with the resolution.

The Department Head/Directors ("DHD") will review all employee grievances as service to the body to which employees may appeal work-related issues thought to be unfair, unjust, or inequitable.

Step One

The employee will submit a formal, written grievance to Human Resources within five (5) business days of the event they are grieving.

The formal grievance request should contain the following:

1. A detailed account of the work-related issue thought to be unfair, unjust, or inequitable.
2. All relevant evidence in support of the employee claim.
3. An expected resolution.

Human Resources will meet with the employee to discuss their grievance and review the grievance process.

Step Two

Human Resources will conduct all appropriate meetings and investigation. All supporting documentation submitted will become part of the grievance material and be made available for DHD review.

Step Three

Grievance hearings may be scheduled as needed, however, hearings are generally placed on the agenda of the next duly convened DHD meeting. Once a decision has been rendered by the DHD, the issue is considered resolved and the decision is final and conclusive.

Grievances are confidential and only those with a need to know will be made aware of an employee's grievance. The employee may not be retaliated against for submitting a grievance. However, grievances submitted by an employee which prove to be intentionally false or in bad

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Name: Erin M. Mockler

Date: 03/14/2022

IP Address: 64.64.146.83

faith are considered improper and Human Resources may dismiss or refuse to proceed with this type of grievance. The filing of a formal grievance does not prevent corrective action which must be administered for unrelated reasons.

It is inappropriate for employees to take their grievances to co-workers, clients, or Tribal Council. Employees who continually complain or attempt to draw others to take sides with their grievance are creating a hostile work environment and are infringing on the rights of others and shall be subject to disciplinary action up to and including termination.

Termination appeals must be filed with Human Resources within five (5) days of the termination. The rationale is that once an employee is terminated they are no longer eligible to file through the policies and procedures and should know by that time if they wish to appeal their termination. HR, if filed within that time frame, can refer to the DHD to handle.

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Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

Section 4 - Safety

Commitment to Safety

Protecting the safety of our employees and visitors is the most important aspect of running our business.

All employees have the opportunity and responsibility to contribute to a safe work environment by using commonsense rules and safe practices and by notifying management when any health or safety issues are present. All employees are encouraged to partner with management to ensure maximum safety for all.

In the event of an emergency, notify the appropriate emergency personnel by dialing (402) 878-2245 or 911 to activate the medical emergency services.

In the event an accident or injury in the work place occurs, regardless of how minor the injury may be, employee must report accident immediately to their Supervisor, Insurance Clerk, and Human Resource (HR).

Duty to Warn

It is the duty of all employees to report to their supervisors or Human Resources, if they suspect any problematic workplace activity, situation or incidents that involve one's self, other employees, former employees, customers, guests, or vendors. This includes, but not limited to: threats, acts of violence, aggressive behavior, and threatening or offensive acts or comments. Employee reports made under this policy will be held in the strictest of confidence, to the maximum extent possible.

Reports of improper practice should be submitted through chain of command except when the alleged impropriety appears to involve a management employee. In such cases, reports should be referred to the next higher level management employee, who will advise the CEO of the situation.

The Winnebago Tribe of Nebraska will not condone any form of retaliation against any employee for filing a report under this guideline.

For further information on Whistleblower Protection Act contact HR.

Workplace Violence Prevention

The Tribe is committed to providing a safe, violence-free workplace for our employees. Due to this commitment, we discourage employees from engaging in any physical confrontation with a violent or potentially violent individual or from behaving in a threatening or violent manner.

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Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

Threats, threatening language, or any other acts of aggression or violence made toward or by any employee will not be tolerated. A threat may include any verbal or physical harassment or abuse, attempts to intimidate others, menacing gestures, stalking, or any other hostile, aggressive, and/or destructive actions taken for the purposes of intimidation. This policy covers any violent or potentially violent behavior that occurs in the workplace or at Tribally-sponsored functions.

All WTN employees bear the responsibility of keeping our work environment free from violence or potential violence. Any employee who witnesses or is the recipient of violent behavior should promptly inform their supervisor, manager, or the Human Resources Department. All threats will be promptly investigated. No employee will be subject to retaliation, intimidation, or discipline as a result of reporting a threat in good faith under this guideline.

Any individual engaging in violence against the Tribe, its employees, or its property will be prosecuted to the fullest extent of the law. All acts will be investigated, and the appropriate action will be taken. Any such act or threatening behavior may result in disciplinary action up to and including termination.

WTN prohibits the possession of weapons on its property at all times, including our parking lots or the Tribe's vehicles. Additionally, while on duty, employees may not carry a weapon of any type. Weapons include, but are not limited to, handguns, rifles, automatic weapons, and knives that can be used as weapons (excluding pocketknives, utility knives, and other instruments that are used to open packages, cut string, and for other miscellaneous tasks), martial arts paraphernalia, stun guns, and tear gas. Any employee violating this policy is subject to discipline up to and including dismissal for the first offense.

The Tribe reserves the right to inspect all belongings of employees on its premises, including packages, briefcases, purses and handbags, gym bags, and personal vehicles on the Tribe's property. In addition, WTN may inspect the contents of lockers, storage areas, file cabinets, desks, and work stations at any time and may remove all the Tribe property and other items that are in violation of the Tribe rules and policies.

Harassment, Bullying, and Complaint Procedure

Sexual and other unlawful harassment is a violation of Title VII of the Civil Rights Act of 1964 (Title VII), as amended. Harassment based on a characteristic protected by law, such as race, color, ancestry, national origin, gender, sex, sexual orientation, gender identity, marital status, religion, age, disability, veteran status, or other characteristic protected by law, is prohibited.

It is the Tribe's policy to provide a work environment free of sexual and other harassment. To that end, harassment of the Tribe's employees by management, supervisors, coworkers, or nonemployees who are in the workplace is absolutely prohibited. Further, any retaliation against an individual who has complained about sexual or other harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint is similarly

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Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

unlawful and will not be tolerated. The Tribe will take all steps necessary to prevent and eliminate unlawful harassment.

Definition of Unlawful Harassment. “Unlawful harassment” is conduct that has the purpose or effect of creating an intimidating, hostile, or offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual’s work performance; or otherwise adversely affects an individual’s employment opportunities because of the individual’s membership in a protected class.

Unlawful harassment includes, but is not limited to, epithets; slurs; jokes; pranks; innuendo; comments; written or graphic material; stereotyping; or other threatening, hostile, or intimidating acts based on race, color, ancestry, national origin, gender, sex, sexual orientation, marital status, religion, age, disability, veteran status, or other characteristic protected by law.

Definition of Sexual Harassment. While all forms of harassment are prohibited, special attention should be paid to sexual harassment. “Sexual harassment” is generally defined under law as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature where:

- Submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of any individual’s employment or as a basis for employment decisions; *or*
- Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive work environment.

Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual harassment depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Unwanted sexual advances, whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one’s sex life, comments about an individual’s body, comments about an individual’s sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, or cartoons;
- Unwelcome leering, whistling, brushing up against the body, sexual gestures, or suggestive or insulting comments;
- Inquiries into one’s sexual experiences; *and*
- Discussion of one’s sexual activities.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment and retaliation against individuals for

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Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

cooperating with an investigation of a sexual harassment complaint is unlawful and will not be tolerated at the Winnebago Tribe of Nebraska.

Bullying Behavior

Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant, and will not be given consideration when meting out discipline. As in sexual harassment, it is the effect of the behavior upon the individual which is important.

Complaint Procedure

Any employee who believes he or she has been subject to or witnessed illegal discrimination, including sexual or other forms of unlawful harassment, and bullying behavior is requested and encouraged to make a complaint. You may complain directly to your immediate supervisor or department manager, the HR director, or any other member of management with whom you feel comfortable bringing such a complaint. Similarly, if you observe acts of discrimination toward or harassment of another employee, you are requested and encouraged to report this to one of the individuals listed above.

No reprisal, retaliation, or other adverse action will be taken against an employee for making a complaint or report of discrimination or harassment or for assisting in the investigation of any such complaint or report. Any suspected retaliation or intimidation should be reported immediately to one of the persons identified above.

All complaints will be investigated promptly and, to the extent possible, with regard for confidentiality.

If the investigation confirms conduct contrary to this policy has occurred, the Tribe will take immediate, appropriate, corrective action, including discipline, up to and including immediate termination.

Harassment Complaints submitted by an employee to be intentionally false or in bad faith are considered improper and the Tribe may dismiss or refuse to proceed with this type of claim.

Infectious Disease Control Policy

The Winnebago Tribe of Nebraska will take proactive steps to protect the workplace in the event of an infectious disease outbreak. It is the goal of The Winnebago Tribe of Nebraska during any such time period to strive to operate effectively and ensure that all essential services are continuously provided and that employees are safe within the workplace to the extent possible.

The Winnebago Tribe of Nebraska is committed to providing authoritative information about the nature and spread of infectious diseases, including symptoms and signs to watch for, as well as required steps to be taken in the event of an illness or outbreak.

Preventing the Spread of Infection in the Workplace

30

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Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

The Winnebago Tribe of Nebraska will ensure a clean workplace, including the regular cleaning of objects and areas that are frequently used, such as bathrooms, breakrooms, conference rooms, door handles and railings. A committee will be designated to monitor and coordinate events around an infectious disease outbreak, as well as to create work rules that could be implemented to promote safety through infection control.

We ask all employees to cooperate in taking steps to reduce the transmission of infectious disease in the workplace. The best strategy remains the most obvious—frequent hand washing with warm, soapy water; covering your mouth whenever you sneeze or cough; discarding used tissues in wastebaskets; and frequently disinfecting immediate work space to include equipment like desktop, keyboards, mouse, phone, etc. The Tribe will provide alcohol-based hand sanitizer throughout the workplace and in common areas to the best of our ability.

Unless otherwise notified, our normal attendance and leave policies will remain in place. Individuals who believe they may face particular challenges reporting to work during an infectious disease outbreak should take steps to develop any necessary contingency plans. For example, employees might want to arrange for alternative sources of childcare should schools close and/or speak with supervisors about the potential to work from home temporarily or on an alternative work schedule.

Limiting Travel

All nonessential travel should be avoided until further notice. Employees who travel as an essential part of their job should consult with management on appropriate actions.

Employees on essential travel should avoid crowded public transportation when possible.

Telecommuting

Telework requests will be handled on a case-by-case basis. While not all positions will be eligible, all requests for temporary telecommuting should be submitted to your manager for consideration.

Staying Home When ill

Many times, with the best of intentions, employees report to work even though they feel ill. We provide PTO and other benefits to compensate employees who are unable to work due to illness. Please see section titled “Leave” of the employee handbook. During an infectious disease outbreak, it is critical that employees do not report to work while they are ill and/or experiencing the following symptoms: fever, cough, sore throat, runny/stuffy nose, body aches, headache, chills and fatigue. Currently, the Centers for Disease Control and Prevention recommends that people with an infectious illness such as the flu remain at home until at least 24 hours after they are free of fever (100 degrees F or 37.8 degrees C) or signs of a fever without the use of fever-reducing medications. Employees who report to work ill will be sent home in accordance with these health guidelines.

Requests for Medical Information and/or Documentation

If you are out sick or show symptoms of being ill, it may become necessary to request information from you and/or your health care provider. In general, we would request medical information to confirm your need to be absent, to show whether and how an absence relates

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Name: Erin M. Mockler

Date: 03/14/2022

IP Address: 64.64.146.83

to the infection, and to know that it is appropriate for you to return to work. As always, your cooperation is expected and appreciated if and when medical information is sought.

Confidentiality of Medical Information

Our policy is to treat any medical information as a confidential medical record. In furtherance of this policy, any disclosure of medical information is in limited circumstances with supervisors, managers, first aid and safety personnel, and government officials as required by law.

Social Distancing Guidelines for Workplace Infectious Disease Outbreaks

In the event of an infectious disease outbreak, the Winnebago Tribe of Nebraska may implement these social distancing guidelines to minimize the spread of the disease among the staff.

During the workday, employees are requested to:

1. Avoid meeting people face-to-face. Employees are encouraged to use the telephone, online conferencing, e-mail or instant messaging to conduct business as much as possible, even when participants are in the same building.
2. If a face-to-face meeting is unavoidable, minimize the meeting time, choose a large meeting room and sit at least one yard from each other if possible; avoid person-to-person contact such as shaking hands.
3. Avoid any unnecessary travel and cancel or postpone nonessential meetings, gatherings, workshops and training sessions.
4. Do not congregate in workspaces, mail rooms, copier rooms, or other areas where people socialize.
5. Bring lunch and eat at your desk or away from others (avoid break rooms and crowded restaurants).
6. Employees are encouraged to request information via phone and e-mail in order to minimize person-to-person contact. Also, have materials and information ready for fast pick-up or delivery.

Outside activities

Employees might be encouraged to the extent possible to:

1. Avoid public transportation or go early or late to avoid rush-hour crowding on public transportation.
2. Avoid recreational or other leisure classes, meetings, activities, etc., where employees might come into contact with contagious people.

This policy and guidelines within may be modified at any time in adherence to local, state, and federal guidelines or recommendations.

Drug/Alcohol Free Workplace

The Winnebago Tribe is committed to promoting a safe drug and alcohol-free workplace in accordance with Title 7 Article 11 Winnebago Drug-Free Work Place.

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Name: Erin M. Mockler

Date: 03/14/2022

IP Address: 64.64.146.83

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol is prohibited in the workplace, while representing the Winnebago Tribe, and conducting business off property.

Use of hemp products is legal on the Winnebago Reservation. The Winnebago Tribe has a Hemp Code and a Hemp Commission. However, use of hemp products for medicinal purposes can cause a level of THC (delta-9-tetrahydrocannabinol) in the urine drug test. Thus, THC in the urine drug test shall not be considered a violation of this policy or prevent employment with the Winnebago Tribe.

Use or possession of medically-prescribed drugs or medications that have been legally prescribed to the employee by a person licensed to do so or use of peyote for medicinal or religious purposes are not violations of this policy. Employees should notify supervisor or HR if such prescribed or non-prescribed medications may affect the safety, effective performance of job duties, use of heavy equipment, and operating motor vehicle.

The Tribe has a **Zero Tolerance policy**. Abuse of alcohol and drugs by Tribal employees who provide direct services to clientele, including youth and adults, on a regular basis shall not be tolerated and is subject to immediate termination.

In addition to this policy Tribal Transit employee are subject to DOT Drug and Alcohol testing regulations per the Federal Transit Administration.

Circumstances for Testing

- Pre-Employment
- Reasonable Suspicion
- Post-Accident
- Random
- Transfer and Promotion

Alcohol and Drug Test Results

Violations of this policy results may result in the following:

- mandatory EAP
- substance abuse treatment
- zero tolerance provision
- disciplinary action up to and including termination

Voluntary Self-Referral

Any employee who has a drug/alcohol abuse problem and has not been selected for reasonable suspicion, random or post-accident testing or has not refused a drug or alcohol test may voluntarily refer her or himself to the Winnebago Tribe's EAP, who will refer the individual to a substance abuse counselor for evaluation and treatment.

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Name: Erin M. Mockler

Date: 03/14/2022

IP Address: 64.64.146.83

The substance abuse counselor will evaluate the employee and make a specific recommendation regarding the appropriate treatment. Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance.

* For further details please see Drug and Alcohol policy

Tobacco - Free Workplace

The Tribe maintains a smoke-free environment. The use of tobacco is prohibited in tribally owned and operated buildings, vehicles, and recreational facilities. Smoking in the workplace is strictly prohibited. This policy also applies to e-cigarettes and vaping.

There is a 50-foot tobacco free zone outside of any tribally owned and operated building and recreational facilities. To maintain a litter free environment, all materials used for smoking in these areas, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.

The use of tobacco in tribally owned vehicles is strictly prohibited. Use of tobacco is strongly discouraged in personal vehicles when transporting people on tribal authorized business. Traditional tobacco is recognized as a gift from the Creator and is allowed for use at appropriate tribal, cultural, and ceremonial events.

Those employees who must smoke should do so only before and after business hours, during breaks, and within the designated outdoor area.

Motor Vehicle

All employees whose job description requires valid driver's license and meet tribal insurance guidelines are subject to the Motor Vehicle Policy (MVR).

All employees driving the Tribe's or Personal vehicles, for any business-related purpose, must have a current appropriate driver's license and a satisfactory motor vehicle report (MVR) on file.

See Motor Vehicle Policy

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Name: Erin M. Mockler

Date: 03/14/2022

IP Address: 64.64.146.83

Section 5 Payroll

Salary Administration

The salary administration program of the Tribe was created to achieve consistent pay practices, comply with applicable laws, mirror our commitment to Equal Employment Opportunity, and offer competitive salaries within our labor market. Because recruiting and retaining talented employees is critical to our success, the Tribe is committed to paying its employees equitable wages that reflect the requirements and responsibilities of their positions and are comparable to the pay received by similarly situated employees in other organizations.

Compensation for every position is determined by several factors, including job analysis and evaluation, the essential duties and responsibilities of the job, and salary survey data on pay practices of other employers. The Tribe periodically reviews its salary administration program and restructures it as necessary if needed.

Employees should bring their pay-related questions or concerns to the attention of their immediate supervisors, who are responsible for the fair administration of departmental pay practices. The Human Resources Department is also available to answer specific questions about the salary administration program.

Payroll Periods

The Tribe's payroll periods are bi-weekly resulting in twenty-six (26) pay periods during a year. Payroll periods are separate and distinct from the workday or workweek, which are time periods used to determine overtime compensation calculations to be entered on payroll records for each payroll period in which overtime is earned.

Timekeeping

Accurately recording time worked is the responsibility of every nonexempt employee. Federal and state laws require the Tribe to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing essential duties.

Nonexempt employees should accurately record the time they begin and end their work. They should also record the beginning and ending time of any split shift or departure from work for personal reasons.

Altering, falsifying, tampering with time records, (be it your own timecard or that of another employee) may result in disciplinary action, up to and including termination of employment.

The employee and supervisor will review the punch detail before submitting it for payroll processing. In addition, if corrections or modifications are made to the punch detail, management must verify the accuracy of the changes.

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Name: Erin M. Mockler

Date: 03/14/2022

IP Address: 64.64.146.83

Paydays and Place/Manner of Payment

Paydays will be bi-weekly Thursday following the close of the preceding payroll period. If pay day falls on a federal holiday, employees will receive their paycheck on the preceding workday.

Compensation will generally be made by direct deposit. Employees will provide bank account or account information of their choosing. In the absence of written authorization, the employee will be issued compensation through an account provided by the Tribe.

On occasion, an error in an employee's paycheck may occur. In the event of such error, the employee's next paycheck following the discovery of the error will be appropriately adjusted. If the adjustment is deemed significant, a manual check may be issued.

Pay offset

Deductions from each employee's gross pay period earnings are of two types: mandatory and voluntary.

Voluntary deductions are those requested by employees to be made on their behalf. Employees are discouraged from placing their personal financial matters into their employment relationship with the Tribe. Where such attachments become administratively burdensome to the Tribe, the affected employee may be subject to reimbursing the Tribe an amount commensurate to actual processing costs. The Tribe will not make voluntary deductions without the employee's written request or authorization and advance approval.

Mandatory deductions are those required to be made by the tribal organization by law, court order or other legally compelling influence on payroll. Such deductions include state and federal income tax withholding, social security and wage garnishments. Mandatory deductions in accordance with applicable legal requirements will be made automatically by the Tribe. However, such mandatory deductions as state and/or federal income tax where the Tribe must rely on information provided by an employee will be the sole responsibility of the employee to provide accurate information within legal limitations.

The Tribe recognizes its obligations both to employees and laws that prohibit discrimination solely on the basis of wage attachments. However, in cases where wage garnishments directly and detrimentally reflect upon the employee's job duties and responsibilities or reflect upon the Tribe in a way that adversely affects its reputation or general business welfare, the employee may be subject to termination. Cases of this type will be reviewed by the HR to seek corrective measures prior to a termination decision and to ensure that all termination decisions are free of discriminatory reasoning.

The Winnebago Tribe of Nebraska reserves the right to offset any Tribal sponsored payout or incentive for any debts owed the Tribe by an employee. This includes but is not limited to the following:

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Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

- Compensation
- Tribal Burial Benefit
- Leave Accrual Balance
- 401(k) (subject to plan document guidelines)

Compensation Upon Employment Separation

Final compensation shall be inclusive up to the hour and date of separation of all hours worked, all forms of accrued but unused time off deemed compensable in this manual and deductions made against such compensation, including legally authorized setoffs against pay, which will be regarded as a voluntary deduction in consideration of the employee's knowledge and participation in such setoffs.

Discharged employees will receive their final paychecks within the time period, and in the manner prescribed by law.

It is the policy of the Winnebago Tribe to provide final compensation to employees in a timely and accurate manner. Employees receiving final compensation who believe some error has been made should immediately contact the HR department.

In the event employment separation is the result of an employee's death, the Tribe will follow all applicable guidelines.

Overtime Compensation

The Tribe complies with Federal wage and hour restrictions with respect to overtime pay for non- exempt employees. To ensure that there is not a wage and hour violation, employees may not "volunteer" their time on their job.

Overtime compensation is paid to non-exempt employees based on actual hours worked in excess of forty (40) hours in a work week. Overtime is paid at one and one-half times the employee's normal hourly rate. Time off for vacation time, sick time, or any leave of absence or other time off will not be considered hours worked for purposes of calculating overtime.

Overtime work must always be approved before it is performed. Overtime not approved by the Department Manager is considered unauthorized. Continued unauthorized overtime is subject to corrective action up to and including termination.

Compensation upon Travel

Travel time in connection with approved travel will be considered compensable hours worked for nonexempt employees as follows:

A. One-day travel out of town or as part of the day's work activities will be counted as hours worked, excluding the employee's usual meal period and normal travel time to and from

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Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

the employee's residence and work location where the day's travel starts and/or ends at the employee's residence.

B. Overnight travel out of town will be counted as hours worked only for those hours in which the employee is engaged in direct travel to the destination, and the hours during which actual business is transacted for the purpose for which the employee was sent.

* Reference complete travel policy for further guidance *

Payroll Advance

The Winnebago Tribe may allow one payroll advance to be made to any employee at an amount up to half the value of their previous payroll net pay. This advance shall in no case exceed \$500.

The advance shall be repaid IN FULL via payroll deduction at the pay date following issuance of an advance. There shall be no exceptions to this repayment schedule.

Eligibility to receive a payroll advance shall be determined as fulfilling ALL of the following:

- a. Regular Full-time Employee
- b. Employed at minimum of 6 consecutive months
- c. Have no other unpaid payroll advances
- d. Written documentation for acknowledgement of repayment will require signature of applicant prior to release of advance
- e. Has not received a payroll advance in the preceding pay period

Requests in writing for payroll advances shall be made to HR.

Processing of advances shall take place only during the off-pay week by Tuesday at Noon. Payroll advances will be made via ACH to the employee's main payroll bank account on Thursday of the off-payroll week. Payroll advances shall be allowed only once per calendar quarter. Exceptions to this policy must be approved by the CFO and CEO.

Merit Increase Policy and Procedure

Purpose

Merit pay is used to reward successful performance. Merit increases may be awarded to employees based on performance standards. Increases will not be granted to employees whose performance has been rated as unsatisfactory or unsuccessful overall.

Each year, the CEO, CFO, and HR will determine the pool of merit increase funds available. Both the objectives of the compensation program and financial resources available will be considered in the decision-making process. The availability of merit increase funds is dependent

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Name: Erin M. Mockler

Date: 03/14/2022

IP Address: 64.64.146.83

upon specific funding sources, applicable funding agency approval and are not guaranteed from one year to the next.

Procedures

Eligibility

To be eligible for a merit increase, an employee must have successfully completed their introductory period or be in their current position for at least one year before the merit award date.

Introductory period merit increase

Initial introductory period and secondary introductory period merit increases will be applied once the introductory period has been satisfied by the employee and an evaluation has been completed by the supervisor. Merit increases for successful completion of initial and secondary introductory periods will not exceed 5% of the employee's current pay rate.

Annual merit increase

Annual merit increases will be applied once per year on or after the anniversary date in position and within 30 days. A performance evaluation has been completed by the supervisor. Current merit increase rates for annual performance will be determined by the CEO, CFO, and HR and will not exceed 5%.

An employee whose pay is at the maximum of the salary range will not be granted an increase that would cause the base salary to exceed the maximum of the range for that position.

Determination of merit increase

In accordance with Winnebago Tribe of Nebraska guidelines, supervisors will recommend: a.) whether an employee should receive any merit increase based on the information in their annual performance review and, b.) the amount of increase appropriate for the performance results.

The following factors are the basis for awarding merit pay to employees:

- The employee's performance as reported in the annual performance review.
- The appropriate pay level within the range for the employee considering the employee's performance and performance of others in the range.
- Pay increase funds available.
- Recommendations of supervisors, as approved by department head and CEO.

Review of merit increase

Merit increases require the recommendation of the employee's immediate supervisor and the approval of the department head and chief executive officer. Employees are to be notified of their merit increase as soon as possible after all employee merit increases for the year have been approved.

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Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

Performance reviews

Employee performance is to be formally reviewed at least once each year. The focus of the review is to discuss the employee's performance for the rating period, review standards for the position, communicate the amount of the employee's merit increase and set goals for the next rating period.

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Name: Erin M. Mockler

Date: 03/14/2022

IP Address: 64.64.146.83

Section 6 - Leave

Paid Time Off (PTO)

Purpose

The Winnebago Tribe of Nebraska recognizes that employees have diverse needs for time off from work and has established this paid time off (PTO) policy. The benefits of PTO are that it promotes a flexible approach to time off by combining vacation, sick and personal leave. Employees are accountable and responsible for managing their own PTO hours to allow for adequate reserves if there is a need to cover vacation, illness or disability, appointments, emergencies, or other situations that require time off from work.

Eligibility

PTO is accrued upon hire or transfer into a benefits-eligible position. Eligible employees must be scheduled to work at least 20 hours per week on a regular basis. Employees working less than 20 hours per week on a regular basis, on-call and temporary employees are not eligible to accrue PTO.

Procedures

Availability

PTO accruals become available for use in the pay period following completion of 90 days of employment. All hours thereafter are available for use in the pay period following the pay period in which they are accrued.

Accrual and Payment of PTO

Accruals are based upon paid hours up to 2,080 hours per year. Employees working less than 40 hours per week and at least 20 hours per week will earn PTO hours on a prorated basis. Length of service determines the rate at which the employee will accrue PTO. Employees become eligible for the higher accrual rate on the first day of the pay period in which the employee's anniversary date falls. PTO does not accrue on unpaid leaves of absence and Family Medical Leave. PTO accruals will cease on an employee's last day of employment.

Accrual rates:

Paid Time Off			
Service Length	Biweekly Credit Hours Maximum	Annual Hours Accrued	Hourly Rate
Years 1 & 2	8	208	0.1
Years 3 & 4	9	234	0.1125
Years 5 & 6	10	260	0.125
Years 7, 8, & 9	12	312	0.15
Start of Year 10 and beyond	14	364	0.175

*PTO will not accrue beyond 370 hours.

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Name: Erin M. Mockler

Date: 03/14/2022

IP Address: 64.64.146.83

Use and Scheduling of PTO

Employees are required to use accrued PTO when taking time off from work. PTO must be taken in one (1) hour increments. After the first full hour per instance, PTO can be taken in increments as low as one-half hour.

Whenever possible, PTO should be scheduled in advance. PTO is subject to supervisory approval, department staffing needs and established departmental procedures. Unscheduled absences will be monitored. Three (3) or more unscheduled occurrences within a thirty (30) day period will be considered excessive and is subject to disciplinary action. The supervisor may request that the employee provide a statement from a health care provider concerning the justification for an unscheduled absence.

When PTO is used, an employee is required to use PTO hours according to his or her regularly scheduled workday. For example, if an employee works a six-hour day, the employee would request six hours of PTO when taking that day off. PTO is paid at the employee's straight time rate. PTO is not part of any overtime calculation. PTO hours cannot cause an employee to exceed 40 hours per week.

Employees may not borrow against their PTO banks; therefore, no advance leave will be granted.

Payment upon Termination

An employee will be paid upon resignation, separation or retirement for all PTO hours accumulated but not used, given they have completed 90 days of employment service. All PTO paid out upon termination is subject to pay offset.

Holidays

Standard Holidays

The following standard holidays are observed by the tribal organization.

Holiday		Date Observed
New Year's Day	-	January 1
Memorial Day	-	Last Monday in May
Juneteenth	-	June 19
Independence Day	-	July 4
Labor Day	-	1st Monday in September
Native American Day	-	4th Monday in September
Indigenous Peoples Day	-	Second Monday in October
Veterans Day	-	November 11
Thanksgiving Day	-	4th Thursday in November
Christmas Day	-	December 25

42

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Name: Erin M. Mockler

Date: 03/14/2022

IP Address: 64.64.146.83

Tribal Holidays

The following tribal holidays are observed by the tribal organization:

Holiday		Date Observed
Tribal Constitution Anniversary	-	February 28
Good Friday	-	Friday before Easter
Ważōkj Day	-	Monday after Pow-Wow
General Tribal Election Day	-	First Tuesday after First Monday in October
Friday after Thanksgiving	-	Traditional
Christmas Eve	-	December 24
Employee Birthday	-	Floating Holiday (full day must be used within Birthday month)

All regular employees normally scheduled to work on these days will be given the day off with pay. Essential staff may be excluded.

Holidays that occur on a Saturday will be observed on the preceding Friday, and Sunday holidays will be observed on the following Monday.

To be eligible for holiday pay, an employee must work the last regularly scheduled workday preceding the holiday and the first regularly scheduled workday following the holiday, unless the supervisor approves the absence or the employee is on a paid-time-off status.

Employees who work on a Standard Holiday or Tribal Holiday shall be paid for hours worked. All regular employees who work on a Standard Holiday are compensated at double time of their regular pay rate. Tribal Holiday pay rate is compensated at straight time of their regular rate of pay.

When significant work events occur, employees can be eligible for Standard Holiday pay, at supervisors' prior approval

Administrative Leave (Admin Leave)

Admin Leave may be declared for up to eight (8) hours per day for no more than three (3) consecutive work days by the CEO for uncontrolled emergency situations or special events.

Admin Leave in excess of eight (8) hours per day for no more than three (3) consecutive work days requires the approval of Tribal Council, or in absence of a Council quorum, the approval of the Chairman or Vice-Chairman. Admin Leave may be declared for the entire tribal organization or for individual tribal departments.

Employees whose position(s) are essential to continuous tribal operation at the time admin leave is granted may be excluded.

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Name: Erin M. Mockler

Date: 03/14/2022

IP Address: 64.64.146.83

Employees who are on preapproved leave at the time admin leave is granted are ineligible for that specific admin leave allowance; preapproved leave supersedes admin leave.

Emergency Closings

The Tribe will make every attempt to be open for business as scheduled. However certain situations may require closing the organization. Emergency Closings are at the discretion of CEO or Delegate. Closings may be announced by:

- Social Media
- Text Alert
- Email
- Notification app
- Local T.V. Stations

Admin leave can be granted to certain employees or individuals in the event of unforeseen circumstances.

If the office is officially closed during the course of the day to permit employees to leave early, nonexempt employees who are working on-site as of the time of the closing will be paid for a full day. If you leave earlier than the official closing time, you will be paid only for actual hours worked, or you can take PTO time. Exempt employees will be paid for a normal full day but are expected to complete their work at another time.

Leave Without Pay

This leave is available to those employee's ineligible for any type of leave with pay. This type of leave is to allow the employee time away from the job without pay and without jeopardizing their position. Leave without pay cannot exceed more than five (5) consecutive work days.

The employee must notify their supervisor one-half (1/2) hour prior to regular starting time.

The employee is required to process a leave form prior to using or immediately upon returning to work. The leave request form must provide ample details and the time required for the leave without pay. Such leave will be granted only in rare instances and will be based on such factors as the employee's service length, performance history and apparent hardship conditions.

Leave of Absence

Regular employees may request, subject to the sole discretionary approval of the supervisor and HR Director, a leave of absence without pay ~~or employment benefits~~ for a period no less than five (5) work days and not to exceed ~~three (3) months~~ thirty (30) days.

Requests for a leave of absence should be submitted in writing to the supervisor at least two (2) weeks in advance of anticipated leave date if possible. The leave request must be dated, signed by the employee and state the reasons, circumstances, duration, and location of the employee

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Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

during leave. The supervisor will submit his or her recommendation to the Director/Manager and HR, who will approve or disapprove the leave and so notify the employee through the supervisor. Supervisor can approve up to two weeks, leave of absence without HR approval as long as HR is made aware of the leave. If needing more than two (2) weeks leave of absence supervisor must get HR approval.

During a leave of absence, employees will be responsible for either maintaining or discontinuing any employment-related discretionary insurance benefits.

Upon expiration of a leave of absence, the employee may be reinstated in the position held or an equivalent one, at the time leave was granted if such a position is available. An employee who fails to report promptly for work at the expiration of a leave of absence, or who applies for and receives unemployment insurance while on leave, will be considered to have voluntarily resigned.

Family Medical Leave

The Tribe will follow applicable guidelines of the Family and Medical Leave Policy. FML leave applies to one's self, or for immediate family members; spouse, child, parent, siblings or grandparents, if the team member will be the primary care provider.

Eligibility:

- Employees must have completed 12 months of service and have worked at least 1250 hours within that 12-month period.
- Employees are eligible for up to 12 work weeks of unpaid family or medical leave during a rolling 12-month period or 26 weeks on per military caregiver provision.

All requests for FML must be submitted in writing to Human Resources. Employees seeking to use FML leave are required to provide 30-day advance notice of the need to take FML leave when the need is foreseeable and such notice is practicable.

Conditions:

- The leave may be taken as intermittently as needed, accompanied with Dr.'s written notification of need per occurrence of leave or on a consecutive basis as determined by physician.
- Employees must return on the first scheduled work day following the date the leave ends. The Tribe will reinstate an employee returning from FML leave to the same or equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, a team member on FML leave does not have any greater right to reinstatement or to other benefits and conditions of employment than if the team member had been continuously employed during the FML leave period.
- Employees who are on approved leave of absence may not perform work for any other employer during that leave, except when the leave is for military or public service.

By checking this box I am confirming that I have read the document and agree to all provisions within.

Name: Erin M. Mockler

Date: 03/14/2022

IP Address: 64.64.146.83

- While an employee is on an approved FML, the Tribe will continue the employee's health benefits during the leave. Employee paid premiums will continue to be deducted if receiving pay while on leave. Any missed premiums will need to be caught back up once the employee returns to work.
- The accrual of all leave benefits shall cease once the employee is on FML and will begin to accrue once the employee returns to work.
- Employees are not eligible for any paid time off during FML including holiday's and admin leave.
- An employee may be asked to provide a fitness to duty clearance from the health care provider before returning to work, based on the type of FML taken.
- Employee are required to use any available paid leave hours while on FML. This leave will run concurrently with FML.
- Employees may not use paid leave if they are receiving compensation under The Winnebago Tribe of Nebraska Workers' Compensation insurance program.

If an employee fails to return to work at the conclusion of an approved leave of absence, including any extension of the leave, the employee will be considered to have voluntarily terminated employment.

Employees' are to contact the Human Resources for further information on:

- Procedures for each type of leave.
- Conditions of type of leave.
- Team member's responsibilities of leave.
- Returning to work.

The Winnebago Tribe of Nebraska
Family Medical Leave Policy and Procedures (FML)

The Winnebago Tribe of Nebraska (WTN or the Tribe) will provide Family and Medical Leave to its eligible employees. The function of this policy is to provide employees with a general description of their FML rights.

If you have any questions, concerns, or disputes with this policy, you must contact The Winnebago Tribe of Nebraska's Human Resources Department in writing.

A. General Provisions

Under this policy, WTN will grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period

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Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

to eligible employees. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

B. Eligibility

To qualify to take family or medical leave under this policy, the employee must meet all of the following conditions:

- 1) The employee must have worked for the Tribe for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement, stating the employer's intention to rehire the employee after the service break. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.
- 2) The employee must have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave. The 1,250 hours do not include time spent on paid or unpaid leave. Consequently, these hours of leave should not be counted in determining the 1,250 hours' eligibility test for an employee under FML.
- 3) The employee must work in a worksite where 50 or more employees are employed by the Tribe within 75 miles of that office or worksite. The distance is to be calculated by using available transportation by the most direct route.

C. Type of Leave Covered

To qualify as FML under this policy, the employee must be taking leave for one of the reasons listed below:

- 1) The birth of a child and in order to care for that child.
- 2) The placement of a child for adoption or foster care and to care for the newly placed child.
- 3) The care for a spouse, child or parent, grandparent, sibling, if primary care provider with a serious health condition (described below).
- 4) The serious health condition (describe below) of the employee.

An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position.

A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider.

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Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

This policy covers illnesses of a serious of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.

Employees with questions about what illnesses are covered under this FML policy or under the Tribe's sick leave policy are encouraged to consult with the Human Resources Department.

If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the Tribe may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

- 5) Qualifying exigency leave for families of members of the National Guard or Reserves or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty.

An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following:

- a. Short-notice deployment
- b. Military events and activities
- c. Child care and school activities
- d. Financial and legal arrangements
- e. Counseling
- f. Rest and recuperation
- g. Post-deployment activities, and
- h. Additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

Eligible employees are entitled to FML to care for a current member of the Armed Forces, including a member of the National Guard or Reserves, or a member of the Armed Forces, the National Guard or Reserves who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list. Eligible employees may not take leave under this provision to care for former members of the Armed Forces, former members of the National Guard and Reserves, and members on the permanent disability retired list.

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Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

In order to care for a covered service member, an eligible employee must be the spouse, son, daughter, or parent, or next of kin of a covered service member.

- a) A "son or daughter of a covered service member" means the covered service member's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered service member stood in loco parentis, and who is of any age.
- b) A "parent of a covered service member" means a covered service member's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered service member. This term does not include parents "in law"
- c) Under the FML, a "spouse" means a husband or wife, including those in same-sex marriages, which were made legal in all 50 United States as of June 26, 2015.
- d) The "next of kin of a covered service member" is the nearest blood relatives, other than the covered service member's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions, brothers and sisters, grandparents, aunt and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FML. When no such designation is made, and there are multiple family members with the same level of relationship to the covered service member, all such family members shall be considered the covered service member's next of kin and may take FML to provide care to the covered service member, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered service member's only next of kin. For example, if a covered service member has three siblings and has not designated a blood relative to provide care, all three siblings would be considered the covered service member's next of kin. Alternatively, where a covered service member has a sibling(s) and designates a cousin as his or her next of kin for FML purposes, then only the designated cousin is eligible as the covered service member's next of kin. An employer is permitted to require an employee to provide confirmation of covered family relationship to the covered service member pursuant to 825.122 (k).

"Covered active duty" means:

- a) "Covered active duty" for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country.
- b) (2) Covered active duty or call to covered active duty status in the case of a member of the Reserve components of the Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation, in accordance with 29 CR 825.102.

The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FML is defined the same as for child for other types of FML except that the

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Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

person does not have to be a minor.) This type of leave would be counted toward the employee's 12-week maximum of FML in a 12- month period.

- 6) Military caregiver leave (also known as covered service member leave) to care for an injured or ill service member or veteran.

An employee whose son, daughter, parent or next of kin is covered service member may take up to 26 weeks in a single 12-month period to take care of leave to care for that service member.

Next of kin is defined as the closest blood relative of the injured or recovering service member.

The term "covered service member" means:

- a) A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
- b) A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy.

The term "serious injury or illness means":

- a) In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and
- b) In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, means a qualifying (as defined by the Secretary of Labor) injury or illness incurred by a covered service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank or rating.
- c) Outpatient status, with respect to covered service member, means the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient; or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

D. Amount of Leave

An eligible employee can take up to 12 weeks (48 hours) for the FML circumstances (1) through (5) above under this policy during any 12-month period. The Tribe will measure the 12-month

By checking this box I am confirming that I have read the document and agree to all provisions within.

Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the Tribe will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FML circumstance (6) above (military caregiver leave) during a single 12-month period. For this military caregiver leave, the Tribe will measure the 12-month period as a rolling 12-month period measured forward. FML already taken for other FML circumstances will be deducted from the total of 26 weeks available.

If spouses both work for the Tribe and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the spouse may only take a combined total of 12 weeks of leave. If spouses both work for the Tribe and each wishes to take leave to care for a covered injured or ill service member, the spouses may only take a combined total of 26 weeks of leave.

E. Employee Status and Benefits During Leave

While an employee is on leave, the Tribe will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued work.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the Tribe will require the employee to reimburse the Tribe the amount it paid for the employee's health insurance premium during the leave period.

Under current WTN policy, the employee pays a portion of the health care premium. While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of premium.

The accrual of all leave benefits shall cease once the employee in on FML and will begin to accrue once the employee returns to work.

If the employee contributes to the life insurance or disability plan, the employer will continue making payroll deductions while the employee is on paid leave. WTN will elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employer maintains coverage, the employer may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

F. Employee Status After Leave

An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from the health care provider. This requirement will be included in the employer's response to the FML request. Generally, an employee who takes FML will be able to return to

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Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one which is virtually identical in terms of pay, benefits and working conditions. The Tribe may choose to exempt certain key employees from this requirement and not return them to the same or similar position.

G. Use of Paid and Unpaid Leave

An employee who is taking FML because of the employee's own serious health condition or the serious health condition of a family member must use all paid vacation, personal or sick leave prior to being eligible for unpaid leave. Sick leave may be run concurrently with FML if the reason for the FML is covered by the established sick leave policy.

Disability leave for the birth of the child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FML and will run concurrently with FML. For example, if an employer provides six weeks of pregnancy disability leave, the six weeks will be designated as FML and counted toward the employee's 12-week entitlement. The employee may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement. An employee who is taking leave for the adoption or foster care of a child must use all paid vacation, personal or family leave prior to being eligible for unpaid leave.

An employee who is using military FML for a qualifying exigency must use all paid vacation and personal leave prior to being eligible for unpaid leave. An employee using FML military caregiver leave must also use all paid vacation, personal leave or sick leave (as long as the reason for the absence is covered by the Tribe's sick leave policy) prior to being eligible for unpaid leave.

H. Intermittent Leave or a Reduced Work Schedule

The employee may take FML in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member over a 12-month period).

The Tribe may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances of when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the Tribe and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced

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Name: Erin M. Mockler

Date: 03/14/2022

IP Address: 64.64.146.83

hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

If the employee is taking leave for serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement to the Tribe before taking intermittent leave or working a reduced hour schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary.

I. Certification for the Employee's Serious Health Condition

The Tribe will require certification for the employee's serious health condition.

The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Certification will be provided.

The Tribe may directly contact the employee's health care provider for verification or clarification purposes using a health care professional, an HR professional, leave administrator or management official. The Tribe will not use the employee's direct supervisor for this contact. Before the Tribe makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the Tribe will obtain the employee's permission for clarification of individually identifiable health information.

The Tribe has the right to ask for a second opinion if it has reason to doubt the certification. The Tribe will pay for the employee to get a certification from a second doctor, which the Tribe will select. The Tribe may deny FML to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the Tribe will require the opinion of a third doctor. The Tribe and the employee will mutually select the third doctor, and the Tribe will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FML pending the second and/or third opinion.

J. Certification for the Family Member's Serious Health Condition

The Tribe will require certification for the family member's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for delay. Failure to provide certification may result in a denial of continuation of leave. Certification will be provided.

The Tribe may directly contact the employee family member's health care provider for verification or clarification purposes using a health care professional, an HR professional, leave administrator or management official. The Tribe will not use the employee's direct supervisor for this contact. Before the Tribe makes this direct contact with the health care provider, the

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Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rule, the Tribe will obtain the employee family member's permission for clarification of individually identifiable health information.

The Tribe has the right to ask for a second opinion if it has reason to doubt the certification. The Tribe will pay for the employee's family member to get a certification from a second doctor, which the Tribe will select. The Tribe may deny FML to an employee whose family member refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If it is necessary to obtain the opinion of a third doctor the Tribe and the employee will mutually select the third doctor and the Tribe will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FML pending the second and/or third opinion.

K. Certification of Qualifying Exigency for Military Family Leave

The Tribe will require certification for the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This appropriate certification document will be provided.

L. Certification for Serious Injury or Illness of Covered Service member for Military Family Leave

The Tribe will require certification for the serious injury or illness of the covered service member. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This appropriate certification document will be provided.

M. Recertification

The Tribe may request recertification for the serious health condition of the employee or the employee's family member no more frequently than every 30 days unless circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, the Tribe may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FML absence. The Tribe may provide the employee's health care provider with the employee's attendance records and ask whether need for leave is consistent with the employee's serious health condition.

N. Procedure for Requesting FML

All employees requesting FML must provide written notice of the need for the leave to the HR Department. Within five business days after the employee has provided this notice, the HR Department will complete and provide the employee with the decision.

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Name: Erin M. Mockler

Date: 03/14/2022

IP Address: 64.64.146.83

When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for FML less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FML is not foreseeable, the employee must comply with the Tribe's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

O. Designation of FML

Within five business days after the employee has submitted the appropriate certification form, the HR Department will complete and provide the employee with a written response to the employee's request for FML

P. Intent to Return to Work from FML

On a basis that does not discriminate against employees on FML, the Tribe may require an employee on FML to report periodically on the employee's status and intent to return to work.

Funeral/Bereavement Leave

A: Funeral/bereavement leave will be granted when there is a death of a family member. Family members are defined as spouse, child, parent, brother, sister, grandparent, grandchild, aunt, uncle, niece, nephew, or first cousin. Of these listed relationships it will also include step-relative, foster relative, in-law, and any adoptive relationships. This will include miscarriages.

Funeral leave is authorized for use up to five (5) work days.

Employees who wish to be granted paid funeral/ bereavement leave should complete a leave request to their supervisor, as soon as possible.

Employees who are on temporary or seasonal status are not eligible for funeral/bereavement leave with pay.

B: The death of other family members not defined above or where a "close personal relationship" exists may warrant special consideration of paid absence from work on a case-by-case basis and at the supervisors' discretion.

In any case, the paid leave will be authorized for not more than five (5) work days.

C: Any employee asked to conduct wake and/or funeral services will be granted funeral/ bereavement leave for up to five (5) days.

D: Any employee asked to be the Head Cook for a wake and/or funeral services will be granted funeral/bereavement leave for up to five (5) days.

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Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

E: Any employee asked to participate in wake and/or funeral services will be granted funeral/ bereavement leave for up to two (2) days. Employees are required to provide documentation on participation.

Jury or Witness Duty

Employees are to notify their supervisors promptly upon receipt of a jury or witness summons. Subsequent notice of selection to serve as a juror must be submitted upon return. Employees so required to provide this community service will receive their regular rate of pay for normal hours worked up to a maximum of thirty (30) workdays for this occasion of absence, provided the employee submits evidence of the summons and selection notice. Paid absences of jury duty must be so noted on the employee's time sheet by the supervisor for each pay period in which this form of absence occurs. Employees will be allowed to retain any mileage and other compensation paid by the respective court jurisdiction.

PTO will be used for all other occurrences.

Military Leave

Winnebago Tribe of Nebraska (WTN) is committed to protecting the job rights of employees absent on military leave. In accordance with applicable law, it is the Facility's policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in or obligation to perform service for any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion, or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under this policy. If any employee believes that he or she has been subjected to discrimination in violation of this policy, the employee should immediately contact Human Resources for assistance.

Temporary (Two-Week) Military Leave

Eligible employees who must be absent from their job for a period of not more than ten working days each year in order to participate in temporary military duty are entitled to as many as ten days paid military leave. All benefits will continue during an employee's temporary military leave. Accrued vacation time may be used during this time at the discretion of the employee.

All Other (Extended) Military Leave

Employees directed to participate in extended military duties in the U.S. Armed Forces that exceed ten working days will be placed on an unpaid military leave of absence status for a period of as long as five years and will be entitled to the rights and benefits of currently active employees. During the unpaid status period, benefit payments may be required.

1. The employee will provide management with notice that the employee will be engaging in military service, including, where feasible, a copy of the orders directing the military duty,

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Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

unless the employee is prevented from doing so by military necessity. Employees are requested to provide such notice within 30 days of active military service.

2. To request a temporary or extended military leave of absence, the employee should, unless prevented from doing so by military necessity, obtain a Military Request for Leave of Absence form from Human Resources.

3. Human Resources will review and sign the Military/Military Related Request for Leave of Absence form, collect any applicable insurance premiums from the employee, generate other applicable documents, and process accordingly.

4. Employees on temporary or extended military leave may, at their option, use any or all accrued vacation time during their absence.

5. When the employee intends to return to work from extended military leave, he or she must submit a Work Reinstatement after Military Leave form to Human Resources within the application period set forth in the Reemployment section.

6. If the employee does not return to work, management must notify Human Resources so that appropriate action may be taken.

Benefits

If an employee is absent from work due to military service, benefits will continue as follows:

1. An employee on extended military leave may elect to continue group health insurance coverage for the employee and covered dependents under the same terms and conditions for a period not to exceed 31 days from the date the military leave of absence begins. The employee must pay, per pay period, the premium normally paid by the employee. After the initial 31-day period, the employee and covered dependents can continue group health insurance up to 18 months in accordance with COBRA.

2. If enrolled in a group term life insurance plan provided by the Tribe, it will terminate the day the employee becomes active military.

3. Employees do not accrue PTO time while on an unpaid military leave of absence status.

4. With respect to the Facility's retirement plan, upon reemployment, employees who have taken military leave will be credited for purposes of vesting with the time spent in military service and will be treated as not having incurred a break in service.

5. Immediately upon reemployment, the employee may, at the employee's election, make any or all employee contributions that the employee would have been eligible to make had the employee's employment not been interrupted by military service. Such contributions must be made within a period that begins with the employee's reemployment and that is not greater in duration than three times the length of the employee's military service. Employees will receive all associated employer match for such contributions.

Re-employment

Upon an employee's prompt submission of a Work Reinstatement after Military Leave form, an employee will be reinstated to employment in the following manner depending upon the employee's period of military service:

1. Less than 91 days of military service - (i) in a position that the employee would have attained if employment had not been interrupted by military service; or (ii) if found not qualified for

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Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

such position after reasonable efforts by the Tribe, in the position in which the employee had been employed prior to military service.

2. More than 90 days and less than 5 years of military service - (i) in a position that the employee would have attained if employment had not been interrupted by military service or a position of like seniority, status and pay, the duties of which the employee is qualified to perform; or (ii) if proved not qualified after reasonable efforts by the Tribe, in the position the employee left, or a position of like seniority, status and pay, the duties of which the employee is qualified to perform.

3. Employee with a service-connected disability - if after reasonable accommodation efforts by the employer, an employee with a service-connected disability is not qualified for employment in the position he or she would have attained or in the position that he or she left, the employee will be employed in (i) any other position of similar seniority, status and pay for which the employee is qualified or could become qualified with reasonable efforts by the Tribe; or (ii) if no such position exists, in the nearest approximation consistent with the circumstances of the employee's situation.

Application for Reemployment

An employee who has engaged in military service must, in order to be entitled to the reemployment rights set forth above, submit a Work Reinstatement after Military Leave form according to the following schedule:

1. If service is less than 31 days (or for the purpose of taking an examination to determine fitness for service) - the employee must report for reemployment at the beginning of the first full regularly scheduled working period on the first calendar day following completion of service and the expiration of eight hours after a time for safe transportation back to the employee's residence.

2. If service is for 31 days or more but less than 180 days - the employee must submit a Work Reinstatement after Military Leave form to Human Resources no later than 14 days following the completion of service.

3. If service is over 180 days - the employee must submit a Work Reinstatement after Military Leave form to Human Resources no later than 90 days following the completion of service.

4. If the employee is convalescing from a service-connected injury - the employee must submit a Work Reinstatement after Military Leave form to Human Resources no later than two years following completion of service.

Exceptions to Reemployment

In addition to the employee's failure to apply for reemployment in a timely manner, an employee is not entitled to reinstatement as described below if any of the following conditions exist:

1. The Facility's circumstances have so changed as to make reemployment impossible or unreasonable.

2. The employee's employment prior to the military service was merely for a brief, non-recurrent period and there was no reasonable expectation that the employment would have continued indefinitely or for a significant period.

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Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

3. The employee did not receive an honorable discharge from military service.

General Benefits Upon Reemployment

Employees reemployed following military leave will receive seniority and other benefits determined by seniority that the employee had at the beginning of the military leave, plus any additional seniority and benefits the employee would have attained, with reasonable certainty, had the individual remained continuously employed. In addition, an employee's time spent on active military duty will be counted toward their eligibility for FML leave once they return to their job at WTN.

Documentation

Management will, upon the employee's reinstatement of employment, request that the employee provide the Facility with military discharge documentation that establishes the timeliness of the application for reemployment and length and character of the employee's military service.

Time Off for Voting

The Tribe recognizes that voting is a right and privilege of being a citizen of the United States and encourages employees to exercise their right to vote. In almost all cases, you will have sufficient time outside working hours to vote. If for any reason you think this won't be the case, contact your supervisor to discuss scheduling accommodations. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

Leave Donation Policy

The Tribe recognizes the need to transfer leave from time to time to another employee for their use due to medical emergencies as defined under the Family Medical Leave (FML) Guidelines. It is the policy of the Tribe that this may be done with the approval of the immediate supervisor and as long as the requests do not jeopardize or hinder the program or negatively affect an employee in any way. For eligibility of this policy, the following has been established:

- The request for donations must be made in writing stating the reason(s) or causes of the medical emergency that precipitated the need for additional leave
- The maximum amount that can be donated to an employee is 240 hours in a 12-month rolling period.
- The person donating the leave must complete the required form authorizing the transfer and specifying the number of hours to be donated.
- An employee may donate more than one time to a single individual.
- Only serious health conditions eligible under FML will be considered for leave donation per IRS, 29 CFR Chapter V (*see FML Guidelines in these Policies*).

To **request** donations, you must meet all of the following criteria:

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Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

- A. Obtained 6 months of continuous employment with the Tribe;
- B. Is a regular, full or part-time employee of the Tribe and in good standing;
- C. Have used all accumulated leave under this policy within a previous 12-month period;
- D. Has provided documentation from health provider of serious health condition or disability and is unable to work;
- E. Has gained approval from immediate supervisor to utilize this policy.

To **transfer** donation, you must meet all of the following criteria:

- A. Obtain 6-month of continuous employment with the Tribe;
- B. Is a regular, full or part-time employee of the Tribe and in good standing;
- C. Will retain no less than forty (40) hours of their current leave balance and;
- D. Has gained approval from immediate supervisor to utilize this policy.

All documentation will be forwarded to Human Resource for inclusion into the affected employees' leave records.

In the case of a separation from the organization, this policy can only be utilized if there is an existing and approved donation request under this policy, otherwise leave donations will be forfeited.

This only applies to Winnebago Tribe of Nebraska employees and excludes donations to or from other tribal entities.

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Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

Section 7 - Benefits

Employer Offered

The Tribe provides a comprehensive package of benefits to all eligible employees. Employees wanting to obtain information about current eligibility requirements, specific plan offerings, and enrollment periods should contact Human Resources. The following are currently offered benefits and subject to change:

- Medical/Dental/Vision
- Employer paid life/ADND
- Employer paid long term disability
- Additional voluntary life/ADND
- Short Term Disability
- Whole life
- Accident insurance
- Critical illness
- 401K
- Flex spending account

PTO Cash Out

Procedures

One time each rolling calendar year, eligible employees will receive the option to cash out a portion of their accrued PTO. Employees may cash out up to a maximum of eighty (80) hours of PTO providing that at least forty (40) hours of leave remain to cover unanticipated absences.

Eligibility

Employees who meet the following criteria are eligible for PTO cash out:

- Employees must have three (3) or more years of employment service
- Employees must have taken forty (40) consecutive hours of PTO in the preceding twelve (12) months of the PTO cash out request

Blackout Period

A blackout period is a duration of time in which PTO cash outs are prohibited. All PTO cash out requests are subject to blackout periods. Blackout periods coincide with the month of any tribal compensation incentives throughout the year.

Employee Wellness

The Tribe encourages an environment of health and wellness. The encouragement of employee wellness can have a positive impact on productivity and moral.

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Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

For purposes of this policy, the following will apply:

- Employees may be granted, upon supervisor approval, 30 consecutive minutes paid per work day to participate in health or wellness activities.
- Participation in health or wellness activities is entirely voluntary and not mandated. Injuries or accidents while participating are exempt from workers' compensation eligibility.
- In instances of misuse or abuse where performance issues arise, or when participation adversely affects department operations, supervisory personnel has the right to deny or revoke this benefit.

Self-Care Benefit

The Tribe recognizes the importance of staff taking the time to practice self-care. The Tribe will reimburse up to \$150 per full-time employee and \$75 per part-time employee for wellness and self-care services (including any taxes and tips) each fiscal year. This benefit is for the employee only. The expense should be properly entered on the expense form with an attached receipt to the HR department no later than 30 days after the expense is incurred and by no later than September 15 of each year. Wellness/Self-care balances cannot be carried over into the next fiscal year. All appointments and services for Wellness and Self-care are to be done off the clock. This is a taxable fringe benefit and will be added to taxable income on the employee's W-2.

Examples of covered self-care services include, but are not limited to:

- Cultural Activities – fees related to events and materials
- Co-pays or out of pocket costs for wellness visits to health provider
- Co-pays or out of pocket costs for mental health or counseling services
- Massages
- Nail care – Manicures and pedicures
- Spa treatments such as facials and tanning
- Hair & Grooming - shave, color, cut, style, extensions
- Recreational fees - camping, golf, gun range
- Fitness – Yoga class, personal training costs, gym membership fees
- Purchase of wellness items such as a yoga mat, health and exercise equipment

Eligibility begins the first of the month following one (1) year of fulltime or part-time employment.

No drugs, alcohol, or gambling will be reimbursable with this benefit.

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Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

Cultural Activity

The Tribe is committed to promoting cultural preservation and education. A diverse and talented Tribal workforce helps to grow our capabilities and uphold our traditional values.

For purposes of this policy, the following will apply:

- Employees may be granted, upon supervisor approval, 30 consecutive minutes paid per work day to participate in cultural activities.
- Participation in cultural activities is entirely voluntary and not mandated. Injuries or accidents while participating are exempt from workers' compensation eligibility.
- In instances of misuse or abuse where performance issues arise, or when participation adversely affects department operations, supervisory personnel has the right to deny or revoke this benefit.

Education

The Winnebago Tribe of Nebraska encourages employees to continue their education while in its employ. Therefore, an allowance for a maximum of three (3) paid work hours per work week is extended to regular, full-time employees, to attend course required specific classroom time to include virtual, live lectures at an approved and/or accredited institution of higher education during their regular scheduled work shift. Approval of the Education Benefit is at the sole discretion of HR. Maintenance and tracking of the Education Benefits is the responsibility of department supervisory personnel.

Payment of salary for hours spent in classroom shall require the following:

1. A signed Education Benefit Agreement
2. A copy of employee's current fall/spring semester course schedule must be submitted to the Tribe.
3. Consistent/regular attendance to scheduled course.
4. Satisfactory completion of course. A copy of final grade report or certificate of completion must be received by the Tribe within ten (10) business days of course end date. Copies shall be retained in the Human Resources employee file.

Exclusions

1. Education Benefit does not apply to on-line courses
2. Education Benefit does not apply to employees who are classified as part-time, seasonal, introductory probationary, or temporary status.

Repayment

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Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

Employees who fail to meet each of the above-mentioned criteria for the scheduled course are subject to a penalty of repayment of all funds/compensation received under the Education Benefit.

Repayment requirements are as follows:

1. Lump sum payments are preferred but repayment may be in the form of payroll deductions not to exceed six (6) months.
2. Outstanding balances will be deducted, in full, from final compensation upon employment separation.

Employees are not eligible to enter into a new Education Benefit Agreement until all funds/compensation from previous failed agreement(s) have been repaid, including upon rehire. Extenuating circumstances will be reviewed and considered by the Tribe on a case-by-case basis.

Active Volunteer Firefighters

The Tribe recognizes the key role volunteer firefighters play in providing fire protection services to the Community and agrees that no employee who is an active volunteer firefighter and when acting in such role, will be terminated solely because the employee is absent or late to the employee's employment in order to respond to an emergency prior to the time the employee is to report to work or during regular work hours. Employees of the Tribe who also serve as an active volunteer firefighter for the Winnebago Volunteer Fire Department are granted the following guidelines when called on to serve in the volunteer firefighter capacity:

1. Any employee who is an active volunteer firefighter may be permitted to leave work to respond to fire calls during regular work hours without loss of pay up to the end of their regularly scheduled shift; as long as they are actively fulfilling assigned duties of the emergency call.
 - a. When called to a possible fire during regular work hours, an employee should make every reasonable effort to inform his or her supervisor or other appropriate person upon leaving work.
 - b. ~~Vacation and sick~~ PTO leave will not be affected and will accrue normally.
2. When an employee is called to a possible fire before his or her regularly scheduled hours, he or she need not to come to work and is required to make a reasonable effort to notify their supervisor that they may be absent or late. There will be no regular compensation, but the employee can use PTO or a leave without pay.
3. The employer has the right to request the employee to submit a written statement from the chief of the volunteer fire department verifying that the employee responded to a fire or was on-call and specifying the date, time and duration of the response.

Situations not included in these guidelines will be addressed by the supervisor on a case-by-case basis.

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Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

Workers' Compensation Insurance

The Tribe provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses should inform HR immediately, but within 24 hours of the incident. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Neither the Tribe nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the Tribe.

See the Tribes Worker's Compensation Policy for details on this benefit

Employee Assistance Program

Through the Employee Assistance Program (EAP), the Tribe provides confidential access to professional counseling services for help in confronting personal problems such as alcohol and other substance abuse, marital and family difficulties, financial or legal troubles, and emotional distress. The EAP is available to all employees and their immediate family members offering problem assessment, short-term counseling, and referral to appropriate community and private services.

Employees who do not comply with an EAP referral by supervisory personnel are subject to disciplinary action up to and including termination.

Recognition and Employment Service

Employee of the Month

Purpose

The Winnebago Tribe of Nebraska appreciates the efforts of its employees to achieve goals and to fulfill its mission statement. Outstanding employees deserve to be recognized both as a reward for exceptional performance and as a model to other employees.

Eligibility

All regular, full and part-time employees are eligible for recognition. An employee may be designated as Employee-of-the-Month only once during a calendar year.

Procedures

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Name: Erin M. Mockler

Date: 03/14/2022

IP Address: 64.64.146.83

The Employee-of-the-Month Program recognizes one employee each month. Nominations may be submitted by any regular, full or part-time employee using the nomination form provided by Human Resources (HR). Self-nominations are not allowed.

Nominations are based on the following but are not limited to:

- Excellent job performance
- Relations with others
- Attitude
- Dependability
- Judgment
- Quality of work
- Cooperation
- Attendance
- Outstanding service to clients/customers
- Innovation
- Achievement
- Responsibility

Completed nomination forms are to be submitted to HR between the first and 15th of each month for that month's award. Nomination look back period is the preceding 30 days of the first of each month. The Department Head Directors will review the nominations and select the Employee of the Month.

The Employee of the Month selection will be announced on the company's intranet. The selected employee will receive a token of appreciation from HR. Additionally, the selected employee will be one of 12 employees considered for the Annual Employee-of-the-Year award given in January of each year.

Employees who have questions about the Recognition Policy or require assistance with the nomination process are encouraged to contact HR.

Service Recognition: Employee Spotlight

Purpose

The Winnebago Tribe of Nebraska recognizes employees for long-term, regular, full and part-time employment service.

Eligibility

All regular, full and part-time employees are eligible for recognition. Employees are recognized only once during a calendar year based on the regular employment date or the original hire date in the case of bridged time (i.e. Educare). The eligible employee must be in active service on their service milestone date to receive this award. Employees on a leave of absence status will receive their award upon their return.

Procedures

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Name: Erin M. Mockler

Date: 03/14/2022

IP Address: 64.64.146.83

HR will maintain a list of employees to be recognized. Service milestones are recognized by presentation of a congratulatory letter with an invitation to select a gift from HR. Service Recognition will be announced on the company's intranet.

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Name: Erin M. Mockler
Date: 03/14/2022
IP Address: 64.64.146.83

Section 8 – Forms and Other Documents

Employee of the Month Nomination

Name of Nominated Employee: _____

Nominated Employee Title: _____

Nominated Employee Department: _____

Number of Years of Service: _____

Please give specific example(s) or reason(s) for nomination:

Nominator Name (Please Print)

Nominator Signature

Submit completed nominations forms to:

Danielle Greene, HR Administrative Asst.
danie.greene@winnebago-tribe.com or
hr@winnebago-tribe.com

Completed forms must be received in HR
by the 15th of each month to be eligible
to be eligible for that month's award.

68

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and agree to all provisions within.

Name: Erin M. Mockler

Date: 03/14/2022

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Section 9 - Acknowledgement

Employee Handbook Acknowledgement and Receipt

I hereby acknowledge receipt of the employee handbook of **Winnebago Tribe of Nebraska**. I understand and agree that it is my responsibility to read and comply with the policies in the handbook.

I understand that the handbook and all other written and oral materials provided to me are intended for employment purposes only. I understand that this handbook and policies contained within are proprietary information. I am to refrain from distributing to the public or others. Neither this handbook, Tribal practices, nor other communications create an employment contract or term. I understand that the policies and benefits, both in the handbook and those communicated to me in any other fashion, are subject to interpretation, review, removal, and change by management at any time without notice.

I further understand that I am an at-will employee and that neither this document nor any other communication shall bind the Tribe to employ me now or hereafter and that my employment may be terminated by me or the Tribe without reason at any time. I understand that no representative of the Tribe has any authority to enter into any agreement for employment for any specified period of time or to assure any other personnel action or to assure any benefits or terms or conditions of employment, or make any agreement contrary to the foregoing.

I also understand and agree that this agreement may not be modified orally and that only the CEO of the Tribe may make a commitment for employment. I also understand that if such an agreement is made, it must be in writing and signed by the CEO of the Tribe.

Employee's Name in Print

Signature of Employee

Date Signed by Employee

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE

By checking this box I am confirming that I have read the document and agree to all provisions within.

Name: Erin M. Mockler

Date: 03/14/2022

IP Address: 64.64.146.83

Receipt of Harassment, Bullying, and Complaint Procedure

I have read and I understand the Tribe's Harassment, Bullying and Complaint Procedure.

Employee's Name in Print

Signature of Employee

Date Signed by Employee

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE

70

By checking this box I am confirming that I have read the document and agree to all provisions within.

Name: Erin M. Mockler

Date: 03/14/2022

IP Address: 64.64.146.83

Confidentiality/Non-Disclosure Agreement

This Agreement ("Agreement") is entered into as of this _____ day of _____, 20_____, by and between The Winnebago Tribe of Nebraska ("the Tribe") and _____ ("Employee").

WHEREAS, the Tribe wishes to protect its Confidential Information, as defined below, against any unauthorized use and any unauthorized or uncontrolled disclosure.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Tribe and Employee agree as follows:

A. As used throughout this Agreement, the term "Confidential Information" means information not generally known to third parties and which is proprietary to the Tribe including information about the Tribe's Business that includes information relating to financing strategies, organizational strategies, trade secret information, financial information, pricing policies, operational methods, marketing information including without limitation strategy, sales, finance and business systems and techniques, and other business affairs of the Tribe relating to the Business. All information, oral or written, of the Tribe that is disclosed to Employee or to which Employee obtains access, whether originated by Employee or by the discloser or others, shall be presumed to be Confidential Information.

B. It is understood that unauthorized disclosure or use, whether intentional or unintentional, of any of the Confidential Information would be detrimental to the Tribe. Accordingly, Employee agrees:

1. Not to use any of the Confidential Information for any purpose other than for or in connection with the Authorized Purpose.
2. To maintain all of the Confidential Information in confidence and not to disclose any portion of the Confidential Information to any person or entity not authorized hereunder without the prior written consent of the Tribe.
3. That any dissemination of Confidential Information shall be only in connection with the Authorized Purpose, and shall be only to the employees, agents or affiliates of Employee who have a need to know said Confidential Information in order for Employee to carry out proper purposes and responsibilities related to Employee's discussions with the Tribe and the Authorized Purpose and who have been advised of the confidential nature of such information. Further, that Employee shall cause such employees, agents and affiliates who have access to the Confidential Information to comply with the terms and provisions of this Agreement in the same manner as each party is bound hereby, with Employee remaining responsible for the actions and disclosures of such representatives.

By checking this box I am confirming that I have read the document and agree to all provisions within.

Name: Erin M. Mockler

Date: 03/14/2022

IP Address: 64.64.146.83

4. That, upon the Tribe's request, all records, any compositions, articles, documents and other items which contain, disclose and/or embody any Confidential Information (including, without limitation, all copies, reproductions, summaries and notes of the contents thereof), regardless of the person causing the same to be in such form, shall be returned to the Tribe or destroyed by Employee, and Employee will certify that the provisions of this paragraph have been complied with.

C. The obligations pursuant to Section B above shall not apply to information which:

1. Is or becomes a part of the public domain through no act or omission of Employee;
2. Can be shown to be already possessed by Employee as of the date of disclosure;
3. Shall be made available to Employee on a non-confidential basis by a third party having a right to do so;
4. Is disclosed by order of a court of competent jurisdiction; or
5. The Tribe authorizes, in writing, for release.

D. In the event that Employee or its representatives receives a request to disclose all or any part of the Confidential Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction or by a governmental body, the receiving party agrees to:

1. Immediately notify the Tribe of the existence, terms and circumstances surrounding such a request, so that the Tribe may seek an appropriate protective order and/or waive Employee's compliance with the provisions of this Agreement; and
2. If disclosure of the Confidential Information is required in the opinion of Employee's counsel, to the extent possible cooperate with the Tribe in obtaining reliable assurances that confidential treatment will be accorded to the disclosed Confidential Information.

E. The parties acknowledge that the Confidential Information is the property of the Tribe, and the disclosure of the Confidential Information to Employee does not convey any right, title or license in the Confidential Information to Employee. Employee shall not appropriate the Confidential Information to Employee's own use or to the use of any third party and shall only use the Confidential Information for the exclusive benefit of the Tribe except to the extent otherwise authorized in writing by the Tribe.

F. It is further understood and agreed that no failure or delay by the Tribe in exercising any right, power or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise preclude any other or further exercise or the exercise of any right, power or privilege under this Agreement.

G. The termination of the discussions or relationship between the parties shall not relieve Employee or its employees, agents or affiliates of the obligations of nonuse or nondisclosure under this Agreement or the obligation to return or destroy certain materials.

H. The parties agree that money damages would not be sufficient remedy for any breach of this Agreement, and the non-breaching party shall be entitled to enforce this Agreement by injunctive and other available relief, including without limitation specific performance.

By checking this box I am confirming that I have read the document and agree to all provisions within.

Name: Erin M. Mockler

Date: 03/14/2022

IP Address: 64.64.146.83

I. This Agreement shall be governed by and construed and interpreted in accordance with the substantive laws of *the Nebraska and the Winnebago Tribe of Nebraska (a sovereign nation)*. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. All obligations of the receiving party and rights of the disclosing party expressed in this Agreement shall be in addition to, and not in limitation of, those provided by applicable law. This Agreement may be modified or waived only by a separate writing by Employee and the Tribe expressly so modifying or waiving such. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. References to the Tribe and Employee shall be deemed to include each of their affiliates, if any. Any disputes arising out of this Agreement shall be reviewed in federal or tribal court, and each party hereby consents to the jurisdiction of such court. This Agreement shall be binding upon the parties and their successors and assigns.

IN WITNESS WHEREOF, the parties acknowledge their agreement to the foregoing as of the date first set forth above by execution of the Agreement by their respective authorized representatives.

THE TRIBE:

By (Signature of HR)

Printed Name

Title

Date

EMPLOYEE:

By (Signature)

Printed Name

Title

Date

By checking this box I am confirming that I have read the document and agree to all provisions within.

Name: Erin M. Mockler

Date: 03/14/2022

IP Address: 64.64.146.83

I. Cover Page

Project Title: FY2022 EPA ARP EPD Air Quality Monitoring

Applicant Information

- Winnebago Tribe of Nebraska
- P.O. Box 687, Winnebago, NE 68071-0687
- Joy Johnson, 402-878-2272, grants.management@winnebago-tribe.com
- DUNS: 0416438340000

Set-Aside: Tribal set-aside

Brief Description of Applicant Organization:

The Winnebago Tribe of Nebraska is a Federally recognized Indian tribe occupying the Winnebago Indian Reservation in northeast Nebraska. The Mission of the Winnebago Environmental Protection Department (EPD) is to encourage, educate and assist in protecting human health and the environment for all Americans and future generations. EPD's Air Quality division improves the Tribe's knowledge and capacity to address ambient air quality issues through training, emissions inventories, monitoring and prevention education and outreach.

Project Partners

- N/A

Project Location: Winnebago Indian Reservation, Nebraska, 68071

Air Pollutant Scope: Particle Pollution (PM_{2.5}) and Hazardous Air Pollutants (Mercury compounds)

Budget Summary:

EPA Funding Requested	Total Project Cost
\$236,520	\$266,064

Project Period: November 1, 2022 to October 31, 2023

Project Description: In order to improve capacity to fully address air quality, EPD will prepare supporting infrastructure and purchase and install equipment to monitor meteorological conditions, mercury wet deposition and particle pollution (PM_{2.5}) at sites that are most suited to meet EPA site exposure guidelines. The Tribe will use the data collected to update emission inventory and to better understand ambient air quality issues within the boundaries of the Reservation.

II. Workplan

Section 1 – Project Summary and Approach

A. Overall Project

The purpose of this project is to enhance air quality monitoring on the Winnebago Indian Reservation by preparing supporting infrastructure and erecting equipment to monitor and address PM_{2.5} and hazardous air pollutants in the form of mercury compounds. Given the interplay of meteorological conditions and particle pollution, including mercury compounds and particulate matter (PM_{2.5}), it is important to monitor all three to develop a clear picture of air pollution hazards to the community. This project will use award funds to build supporting infrastructure, and procure and install equipment for monitoring meteorological conditions, mercury wet deposition and PM_{2.5}. The infrastructure and procurement component of this plan will occur concurrently. This project will complement and support our FY 2022 Winnebago Tribe EPA Clean Air Act 103 funding (Grant Number 97789001) award. The sites for each activity are shown below:



The Project Manager will abide by policies established by the Tribe in all phases of construction and equipment procurement.

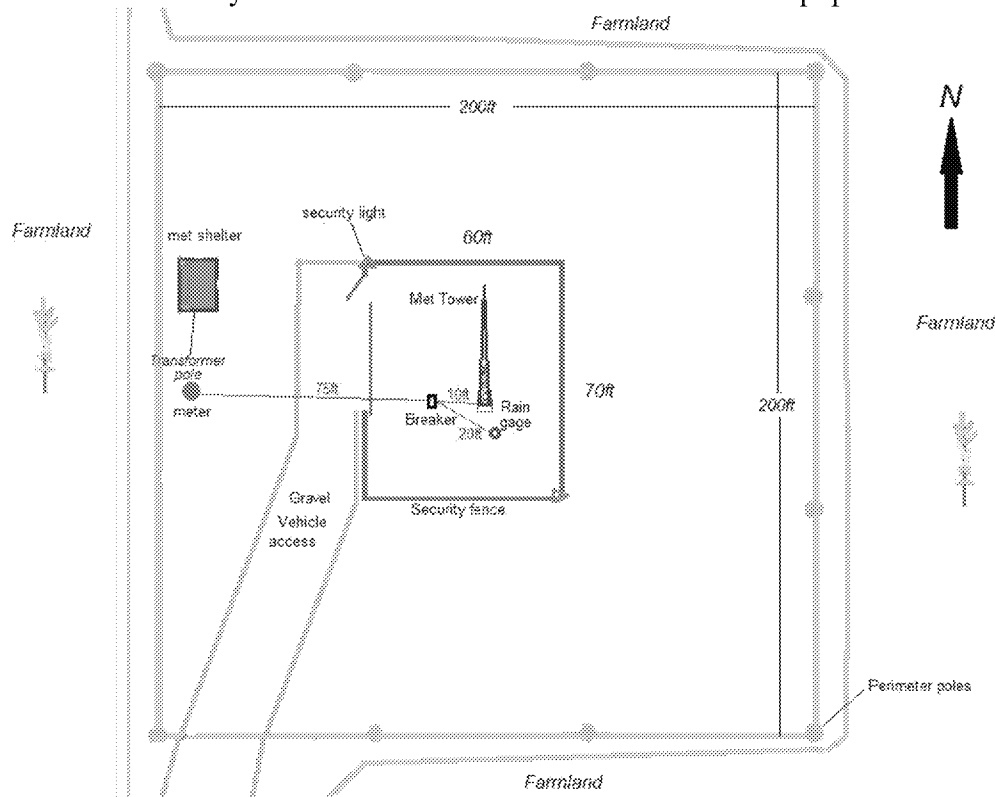
The initial phase of the project will involve preparing the site chosen for the meteorological station. The Tribe's Land Management Office is presently working with the Bureau of Indian Affairs to ensure ownership/control of the site pre-award.

We will issue technical guidelines to solicit a competitive contract Request for Proposal for the site work with a general contractor to oversee and ensure the site work is done according to specifications. In addition the Tribe's construction manager will be available to consult with the general contractor as appropriate. A separate solicitation will be used to procure for the meteorological equipment. Price and other factors (including Indian preference guidelines) will be evaluated when awarding the site preparation contract and equipment that is most advantageous to the Tribe.

Site work and installation of infrastructure to support meteorological data gathering equipment will begin with ground grading at the site, paving a vehicle trail from Thurston County B Avenue to the site, adding a power supply for the equipment and installing a fencing

system to protect the equipment. The site is approximately 1,000 feet north of B Avenue, which is approximately 0.48 mile west of the 27th road intersection. This site was chosen because it is representative of general air patterns on the Reservation and best meets EPA site exposure guidelines.

Once the meteorological data equipment tower is installed, a pre-fab shelter will be placed at the site to provide space for equipment storage and calibration testing and to house the PM_{2.5} continuous Beta Attenuating Monitor (BAM) with pump. Electrical power will then be installed to the tower and shelter, along with security lighting, and a Wi-Fi hotspot. Once the site preparation phase is completed, the EPD Air Quality Manager will evaluate equipment and sensor operations and verify and validate data retrieved from the new equipment.



Concurrently with the meteorological data station installation will be the mercury wet deposition site development. At this time, the site has been chosen and is secured by the Tribe for use in this manner. The construction phase will involve preparing and pouring a concrete pad, running electrical power to the equipment and installing a security fence to protect the equipment. The rain gauge and sampler will be installed, and then EPD staff will evaluate the operations of the equipment and sensor and verify and validate the data collected.

The final activity on this project will be the procurement and installation of particulate matter (PM_{2.5}) monitoring equipment. With the site selected and prepared, a BAM with pump will be procured and installed. EPD staff will evaluate equipment and sensor operations and verify and validate the data collected.

Once equipment is operational, the EPD Air Quality Manager will provide information from the data collected from the equipment to area residents by writing articles on air quality issues and providing them to the local newspaper. Additionally, data will be provided to the EPA's AirNow website to provide an inventory of air quality conditions going forward.

B. Project Significance

This project will be located on the Winnebago Indian Reservation and will address air quality for all of the residents in the area. The Reservation is located primarily in rural northeast Nebraska 30 minutes south of Sioux City, Iowa, and two hours north of Omaha, Nebraska. The Reservation is bordered to the east by the Missouri River with a small portion located on the Iowa side of the river. The eastern half of the reservation includes bluffs along the river which graduate into rolling hills before plateauing on the western boundary. U.S. highways 77 and 75 run north and south through the Reservation on the eastern side, and the two merge on the southern edge of the Village of Winnebago. The Reservation encompasses approximately 120,000 acres of which 90% is estimated as upland acres and approximately 2% riparian acres.

According to 2020 Census Data, there are approximately 1,900 American Indian residents living on our Reservation. Residents of the area have been adversely impacted by environmental hazards due to new and existing industrial businesses operations in the area surrounding the Reservation, including several fertilizer factories such as CF Industries; manufacturers such as Sabre Industries; and ethanol plants such as Siouxland Ethanol. Additionally, two major state highways, 75 and 77, merge at the south edge of the village of Winnebago and bisect the town running north-south, creating further air pollution hazards from toxic vehicle emissions.

The EPA recognizes particle pollution as a respiratory health concern, as noted in an article on the epa.gov website titled “Particle Pollution and Respiratory Effects.” According to the article, “People with heart or lung disease, older adults, children, people with diabetes, and people of lower SES are at greater risk of particle pollution-related health effects.”¹ Respiratory illness is a concern for residents in the area, as a total of 1,133 patients visited Twelve Clans Hospital from February 2021 to February 2022 for the purposes of treating asthma and other respiratory-related ailments.

As the EPA’s Strategic Plan notes, “Numerous scientific studies have linked air pollution and specific pollutants to a variety of health problems and environmental impacts. Long-term exposure to elevated levels of certain air pollutants is associated with increased risk of cancer, premature mortality, and damage to the immune, neurological, reproductive, cardiovascular, and respiratory systems.”²

Currently, there are no air quality reports available for the Winnebago area on the EPA’s AirNow website. After completing this project, the Winnebago Environmental Protection Department (EPD) will have the tools available to monitor PM_{2.5} in order to update this information to be made publicly available so residents can make informed decisions about their health and well being.

Section 2 – Community Involvement

A. Community Partnerships

This project will not involve any partnerships to complete, but will include collaborative efforts with Tribal staff who are covered as a part of our indirect cost.

The Tribe employs several departments that will also assist in this project. Our Land Management Officer, as mentioned before, will complete the land procurement and leasing issues between the Tribe and the Bureau of Indian Affairs pre-award.

Additionally, the project is budgeted to hire of a general contractor for oversight of all site preparation work.

¹ <https://www.epa.gov/particle-pollution-and-your-patients-health/health-effects-pm-patients-lung-disease>

² Draft FY 2022-2026 EPA Strategic Plan – October 1, 2021

There will be no gaps in capacity for managing and implementing the proposed project.

B. Community Engagement

The Winnebago Tribe of Nebraska regularly solicits input from residents relating to community sentiment and opinions, through planning activities, past and current community and stakeholder surveying and supplemental gathering and data analysis completed by the Tribe. The Tribe conducted a survey of residents in June 2021. Via Facebook Live events, we recorded YouTube video, and four in-person sessions furnished residents with information concerning the funds available and provided a list of previously identified community development needs for prioritization by citizens. This information was made available publicly during a regularly scheduled Tribal Council meeting, which involves a legally published agenda and allows residents to participate verbally. In the survey, respondents identified “public health education” as a community need, ranking it 9 of 12, and the Tribal Council has agreed to prioritize the project outlined in this proposal to be completed in a timely manner.

The EPD has created a strategic plan to address the community’s concerns about air quality. The plan states that the Air Quality Manager will provide six articles per year to the local newspaper, in order to educate the public about air quality as a part of our EPA Clean Air Act 103 funding. This Project will enhance our outreach efforts by sharing data collected from the meteorological station, mercury wet deposition equipment and PM_{2.5} data collection instruments with timely and relevant information to the public. Additionally, this information will be used after the close of the Project to update the AirNow website on a regular basis.

Section 3 – Environmental Justice and Underserved Communities

Our project will take place in and will benefit an underserved community. According to 2020 Census Data, there are approximately 1,900 American Indian residents living on the Winnebago Indian Reservation. Of the total Reservation population, more than 60% are children under the age of 19 or elderly persons over the age of 55. An estimated 26% of residents live below the federal poverty level.

According to the 2020 U.S. Census, more than two-thirds of the population on the Winnebago Reservation are American Indian, a population that has suffered disproportionately from ailments such as asthma and diabetes. Furthermore, the U.S. Centers for Disease Control has identified asthma and diabetes as comorbidities factoring into the severity of illness with COVID-19. Additionally, according to the CDC, “long-standing systemic health and social inequities have put various groups of people at increased risk of getting sick and dying from COVID-19, including many people from certain racial and ethnic minority groups...”³

The U.S. Department of Health and Human Services, 2018 National Health Interview Survey Summary Health Statistics sheet, reports that 9.5% of American Indians over the age of 18 in the U.S. currently suffer from asthma, which is 1.5% more than their non-Hispanic White counterparts. In the same survey, it was reported that “American Indian adults are almost three times more likely than non-Hispanic white adults to be diagnosed with diabetes.” The EJSCREEN map shows the area to be in the 90 to 95th percentile in cases of asthma.

The area has air quality monitoring stations on record; however, when accessing the air quality index at AirNow.gov, there is incomplete data available on air quality in this area. It is important to gather and make this data available to effectively address air quality for area residents and address disproportionate health outcomes from pollution and the COVID-19 pandemic, which have affected these vulnerable populations on our Reservation.

³ <https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-with-medical-conditions.html>

Section 4 – Environmental Results

A. Expected Project Outputs and Outcomes

EPA Strategic Plan Component: 4.1 Improve Air Quality and Reduce Localized Pollution and Health Impacts⁴		
<u>Outputs</u>	<u>Outcomes</u>	
Deployment of meteorological equipment.	Short-term:	Identification of directional air quality issues on the Winnebago Indian Reservation. Increased access to information and tools that increase understanding and reduction of environmental and human health risks.
	Intermediate:	Community action to mitigate certain air pollutants. Mitigation action from parties responsible for certain air pollution.
	Long-term:	Reduction of air pollutant emissions. Reduction of ambient concentrations of air pollutants. Reduction of human exposure to air pollutants.
Deployment of mercury wet deposition monitoring equipment. and Deployment of PM _{2.5} monitoring equipment.	Short-term:	Identification of hazardous air pollutants on the Winnebago Indian Reservation. Increased access to information and tools that increase understanding and reduction of environmental and human health risks.
	Intermediate:	Community action to mitigate certain air pollutants. Mitigation action from parties responsible for certain air pollution.
	Long-term:	Reduction of air pollutant emissions. Reduction of ambient concentrations of air pollutants. Reduction of human exposure to air pollutants.
Total outputs, estimated component work years: 0.05 FTE		

These outputs intersect with the EPA’s strategic plan, section 4.1, “Improve Air Quality and Reduce Localized Pollution and Health Impacts,” wherein the EPA promises to “prioritize engagement with low-income and marginalized communities that for decades have been overburdened with air pollution and other environmental hazards.”

Once equipment is operational and the data collected has been verified, the EPD will be able to identify what hazardous air pollutants are present on the Reservation and the meteorological conditions that affect their movement and distribution throughout the populated area. This information will be used to write articles for the local newspaper, regarding air quality issues and actions the public can take to mitigate air quality related health hazards.

On a short-term basis, the goal of these actions is to increase understanding and provide the public with the tools to reduce environmental and human health risks of poor air quality. Intermediate-term the community will have an understanding of the risks of poor air quality. The

⁴ Draft FY 2022-2026 EPA Strategic Plan – October 1, 2021

knowledge will then empower residents to take action and insist mitigation actions by surrounding industry, being mindful of new industry, construction and traffic studies to mitigate pollution risks going forward. Long-term, the effects of these actions will be to reduce air pollutant emissions, reduce ambient concentrations of air pollutants and reduce human exposure to air pollutants, eventually leading to better health outcomes for all area residents.

B. Performance Measures and Plan

<u>Performance Measure</u>	<u># of measure</u>	<u>Output</u>
1) Number of meteorological monitoring sites operational on the Winnebago Reservation	1	Deployment of meteorological station.
2) Number of mercury wet deposition monitoring sites operational on the Winnebago Reservation	1	Deployment of mercury wet deposition monitoring station.
3) Number of PM _{2.5} monitoring sites operational on Winnebago Reservation	1	Deployment of PM _{2.5} monitoring equipment.

Project performance measures will require overseeing contractors and vendors; tracking and reporting project progress on expenditures and purchases; and tracking, measuring and reporting accomplishments and timelines and milestones.

The Tribe's Construction Manager in collaboration with the Air Quality Manager will oversee all activity of the General Contractor to ensure proper site preparation for the meteorological, mercury wet deposition and PM_{2.5} monitoring sites which will be operational by the end of the project period. The success of these performance measures will be evaluated by the number of operational meteorological, mercury wet deposition and PM_{2.5} monitoring sites on the Winnebago Reservation by the end of the project period.

The Air Quality Manager will be responsible for tracking, measuring and reporting on the proposed timeline and milestones in collaboration with the Contracts and Grants Specialist.

C. Timeline and Milestones

<u>Milestone</u>	<u>Time Period</u>	<u>Completion Date</u>
Land procurement of meteorological station	Pre-award	November 1, 2022
Environmental Assessment (if needed)	First quarter	November 30, 2022
Site preparation procurement process	First quarter	December 30, 2022
Equipment procurement process	First quarter	November 30, 2022
Equipment delivery	Second quarter	January 31, 2023
Site Preparation Activity - Meteorological Station	First quarter	March 31, 2023
Site Preparation Activity - Mercury Wet Deposition monitoring equipment	First quarter	March 31, 2023
Equipment Installation – PM _{2.5} , Meteorological, Mercury Wet Deposition	Second quarter	April 15, 2023
Equipment Validation	Second quarter	April 30, 2023
Reporting		
- First Quarterly Report	Second quarter	February 28, 2023
- Second Quarterly Report	Third quarter	May 31, 2023
- Third Quarterly Report	Fourth quarter	August 31, 2023
- Fourth Quarterly Report	Post-completion	November 30, 2023
- Final report and close-out	Post-completion	January 31, 2024

Site procurement by Tribal Land Management Office for the meteorological monitoring station is in process. This activity will be completed by the start the date of November 1, 2022.

The Air Quality Manager and the Construction Engineer will work together on the site preparation procurement process by developing the request for proposal (RFP), publishing the RFP and scoring the proposals. The General Contractor will be selected by December 31, 2022.

An environmental assessment will be conducted, if necessary, as determined by site preparation details once the equipment and pre-fab shelter is selected. This will be completed by the November 30, 2022.

Equipment procurement will commence upon award and will be completed by November 30, 2022, with receipt of equipment expected by January 30, 2023.

The General Contractor will begin site preparation on the meteorological monitoring station site, as weather conditions allow, in March 2023. Road grading and site grading is expected to be completed in 10 days. Concurrent to site grading, electrical power will be added to the connection point nearest to the site by the local power company. Electrical power will then be run and completed by mid-March 2023. The reinforced concrete slab for the prefabricated shelter will be poured following site grading and will be completed in five days. The shelter shall then be delivered and set on the slab by late March 2023. Finally, the meteorological monitoring equipment will be installed and the security fence erected by the end of March 2023. A 20 day contingency allows this portion of the project to be completed by March 31, 2023.

The Project's mercury wet deposition equipment will also begin March 1, 2023, weather conditions allowing. First the concrete pad will be poured, and electrical power will be run to the equipment site. Equipment will be installed and a security fence erected by March 16, 2023. A 16 day weather contingency ensures the project's completion by March 31, 2023.

PM_{2.5} monitoring equipment is expected to be received no later than January 31, 2023 and installed upon receipt. All equipment will be installed at the prepared sites by April 1, 2023.

April 1 - 30, 2023, equipment will be evaluated and adjusted to ensure data accuracy.

Reports will be completed quarterly following commencement of the grant award period. The Project will run November 1, 2022, to October 31, 2023, and the final report completed within 90 days of project end January 31, 2024.

Section 5 – Quality Assurance Statement

Attachment in WS00814092-OtherNarrativeAttachments: "EPA-OAR-OAQPS-22-01 Winnebago Quality Assurance Statement".

Section 6 – Programmatic Capability and Past Performance

A. Past Performance		B. Reporting Requirements
EPA TX-97782801	Successfully completed – 9/30/21	All reports adequately and timely submitted. Outputs and outcomes achieved. Final technical report accepted.
EPA BG-97762902	Successfully completed – 4/28/21	All reports adequately and timely submitted. Outputs and outcomes achieved. Final technical report accepted.
BIA Water Resources Program Stream Flow Gaging Project and Joint Funding Agreement	Successfully completed – 10/15/21	All reports adequately and timely submitted. Outputs and outcomes achieved. Final technical report accepted.
USDA FY2019 Food Distribution Program on Indian Reservations	Successfully completed – 8/30/21	All reports adequately and timely submitted. Outputs and outcomes achieved. Final technical report accepted.

C. Staff Expertise

The Winnebago Tribe of Nebraska contracts a construction engineer, Ron Nohr, on an ongoing basis, who will provide technical support and coordination of site preparation activities to ensure project timeliness and cost effectiveness. He will review all grading and concrete work to ensure quality control. He will conduct regular job site inspections to assess progress and will bring any issues or delays to the attention of the Tribe's Air Quality Manager. He will assist in developing specifications for the construction-related aspects of the project and in selecting the appropriate contractors to grade and lay asphalt for the road and install infrastructure such as electrical power for equipment support.

Mr. Nohr, a Professional Engineer, is licensed in Nebraska and South Dakota serving as contracted engineer for the Winnebago Tribe since 1995 providing planning, construction management and oversight to all of the Tribe's construction projects. His continuing education credentials include Construction Inspection Certification; Construction Management Certification; O.S.H.A. Training; and Environmental Assessment Training for Federally Funding Projects. During the past five years he has provided project management for many comparable tribal construction projects. These projects have been successfully completed under his direction on-budget and in compliance with all federal, state and tribal codes.

The Air Quality Manager's role will include ensuring any and all changes to equipment procurement and site preparation methods meet the EPD's needs and will complete all progress reports and ensure financial reports are completed. The Air Quality Manager's resume is available in the Project Team Biography attachment to this application.

The Winnebago Tribe will select a general contracting firm using the Tribe's standard construction procurement methods

Section 7 – Budget

A. Budget Detail

Line Item & Itemized Cost	EPA Funding
Personnel	\$0
TOTAL PERSONNEL	\$0
Fringe Benefits	\$0
TOTAL FRINGE BENEFITS	\$0
Travel	\$0
TOTAL TRAVEL	\$0
Equipment	
<u>Meteorological Station</u>	
Prefabricated Shelter	\$72,500
<u>PM_{2.5}</u>	
Continuous BAM with pump	\$19,300
TOTAL EQUIPMENT	\$91,800
Supplies	
<u>Meteorological Station</u>	
Reference Standard calibration tools	\$8,000
Met Station installation hardware	\$930
<u>PM_{2.5}</u>	
Reference Standard calibration tools	\$3,300
<u>Mercury Wet Deposition</u>	
Reference Standard calibration tools	\$150

TOTAL SUPPLIES	\$12,380
Contractual	
General Contractor oversight	\$20,000
<u>Met station</u>	
Concrete and Dirt work	\$8,300
Electrical work	\$22,600
Road work	\$24,240
Site grading & gravel	\$9,500
Security fence installation	\$5,890
Wi-Fi hotspot installation	\$640
<u>Mercury wet deposition</u>	
Concrete pad	\$540
Electrical work	\$2,460
Security fence installation	\$5,890
Instrument repair	\$640
<u>PM_{2.5}</u>	
Equipment installation	\$12,840
TOTAL CONTRACTUAL	\$113,540
Other	\$0
TOTAL OTHER	\$0
Indirect Charges	
Federal Indirect Cost Rate x Total Direct Costs (excluding equipment) (Federal Negotiated Indirect Cost Rate = 14.93%)	\$18,800
TOTAL INDIRECT	\$18,800
TOTAL FUNDING	\$236,520
TOTAL PROJECT COST	\$266,064

B. Reasonableness of Costs

This project does not include personnel costs, including fringe benefits and travel, because all personnel costs are currently covered.

All other costs have been estimated to provide contingency for increased costs due to inflation, supply chain uncertainty and shipping cost increases.

Equipment

- We will purchase a prefabricated shelter for \$71,000 and will add stairs for \$1,500.
- A continuous beta attenuated monitor with pump is estimated at \$19,300.

Total amount for equipment in this EPA request: \$91,800.

Supplies

- Installation hardware for the meteorological monitoring station is estimated at \$930. A breakdown is below:
 - We currently have a 10-meter tower in inventory.
 - The tower base and hinged sleeves are estimated at \$300 with shipping at \$500.
 - 72 inches of 2-inch pipe for a battery post is estimated at \$130.

- Reference Standard calibration tools for meteorological monitoring equipment is estimated at \$8,000 (breakdown below):
 - Ambient temperature tools (thermometer and 3-point thermometer bath) - \$2,150
 - Motorized psychrometer - \$1,900
 - Aneroid barometer - \$400
 - Wind speed monitoring - \$2,550
 - Wind direction monitoring - \$950
 - Precipitation monitoring - \$50
- Reference Standard calibration tools (flow rate meter DP-1 1.5-19.5) for PM_{2.5} equipment is estimated at \$3,300.
- Reference standard calibration tools for the mercury wet deposition equipment is estimated at \$150.

Total amount for supplies in this EPA request: \$12,380

Contractual

We anticipate this category to have the most variability in price and have built in contingency into the cost estimates to account for the possibility of continuing labor shortages, supply chain uncertainty and inflation on the cost of materials.

- We will employ a General Contractor to oversee the site preparation, paving, concrete pouring and construction activities at an estimated contracted amount of \$20,000.
- The Meteorological Monitoring Station will require the following concrete and dirt work (estimated at \$8,300 total):
 - Ground grading at \$180 per hour for an estimated 8 hours for a total of \$1,440.
 - Pouring a concrete tower base measuring 36”square at a depth of 48”- \$3,000.
 - Pouring a concrete Gin pole base measuring 12”square at a depth of 30”- \$500.
 - Pouring a concrete pad measuring 18 “square at a depth of 6”- \$250.
 - Pouring a concrete battery post base measuring 16”square at a depth of 18”- \$360.
 - Pouring a concrete breaker box support base - \$250
 - Pouring thickened edge reinforced concrete slab for the 12’ by 10’ shelter - \$2,500
- The Met station will require the following electrical work (estimated at \$22,600 total):
 - Electrical hookup by local power supplier Northeast Nebraska Public Power District.
 - A 25kVa transformer and pole at \$2,600.
 - 1000 feet of 1P URD underground power line at \$11,150.
 - A meter socket, main disconnect and breaker box for \$5,700.
 - Breaker box support, underground lines and three outlets for \$1,150.
 - Two security lights at \$500 each = \$1,000.
 - Connection of power to the shelter at \$1,000.
- The following work will be required to run a road from B Avenue north to the site chosen for the Met Station (\$24,240 total):
 - An estimated 16 hours of grading work at \$200 per hour = \$3,200, plus a loader at \$245 per hour = \$3,920.
 - 1,005 feet of gravel for \$9,982.
 - A 40-foot by 18-inch driveway culvert for \$1,638.
 - Erosion control, waddles, silt fencing, seed, mulch and fertilize disturbed areas at \$5,500.

- The site that the Met Station equipment will be located on will need to be graded for an estimated total of \$9,500:
 - An estimated 16 hours of work with a grader at \$200 per hour = \$3,200, plus a loader at \$245 per hour = \$3,920.
 - Perimeter markers (200x200) at the site - \$2,380.
- The Met Station will require a security fence to protect equipment from theft and vandalism. This is estimated at \$5,890 total.
- Additionally, the Met Station will require a Wi-Fi hotspot to transmit data collected to personnel tracking meteorological conditions, and this installation is estimated at \$640.
- The Mercury Wet Deposition site will require an 18-inch by 18-inch square, 6-inch-deep concrete pad to be poured for \$540.
- The Mercury Wet Deposition site electrical power will be run from the Environmental Protection Department's office, which is estimated to cost \$2,460.
- A security fence will be installed around Mercury Wet Deposition monitoring equipment to prevent vandalism and theft, and that is estimated to cost \$5,890.
- The Mercury Wet Deposition monitoring equipment we own must be repaired, and that is estimated to cost \$640.
- PM_{2.5} equipment will be installed by a contractor for \$12,840.

Total amount for contracted services in this request: \$113,540.

Direct Costs requested in this application total \$217,720.

Our Federally Negotiated Indirect Cost rate is 14.93%, applied to total direct costs (excluding Equipment) totals \$18,800. See Attachment "IDC 2022C Winnebago Tribe of Nebraska NICRA".

Total request in this application is \$236,520.

Our EPA Clean Air Act 103 funding (Grant Number 97789001) award complements this work and provides the following in addition to the funds requested here:

- All personnel, fringe and travel costs.
- Installation of the meteorological monitoring equipment at \$11,900.
- NADP/MDN Contractor for Mercury Wet Deposition - \$9,476.
- The meteorological monitoring equipment instrument package quoted at \$8,168.

The total cost of this project including funds from Grant No. 97789001 will be \$266,064.

C. Expenditure of Awarded Funds

Throughout this project, the Winnebago Tribe of Nebraska will manage grant funds through its Finance Department, headed by Chief Financial Officer Alan Post. The Tribe maintains written policies and procedures for property standards and procurement standards that are in alignment with 2 CFR 200.

The Winnebago Tribe's Financial Management system uses software known as *Intacct* (the accounting software) and *Martus*, which supports Intacct to provide reporting capabilities for grant and contracts management. These financial management systems and internal controls provide accurate identification of accounts, of all federal awards received and expended and the federal funder of the grant. The records contain information pertaining to federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest, and are supported by source documentation.

Section 6 – Optional Attachments

2. Resume of the Project Manager